Spencerian > Chartier Shorthand

Dictation *



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SPENCERIAN CHARTIER DICTATOR, DICTIONARY

AND

READER

A DICTATION MANUAL

CONTAINING HUNDREDS OF BUSINESS LETTERS, MORE THAN SEVENTY SHORTHAND PLATES, AND A BUSINESS DICTIONARY OF

SPENCERIAN CHARTIER SHORTHAND

RV

L. C. SPENCER

SECOND EDITION

Published and Sold by the SPENCER PUBLISHING CO.
New Orleans, La.

1909

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PREFACE

IN THE preparation of this manual, the intention of the author is to give a thorough and practical course of business dictation. The letters were taken directly from the files of some of the largest business concerns in the country and are reproduced with but very few minor changes.

There are more than sixty plates of shorthand. The value of the reading and writing of these plates can not be estimated. These plates were produced from photo-engravings of the outlines direct from pen copy written by the author, and should be read and written many times by the student.

The dictionary contains quite a complete vocabulary of the words used in business.

JAN 13

The author would advise the student to consult it frequently for the best outline.

A complete mastery of this work will aid the student in any field of stenographic work.

L. C. SPENCER.

448370

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Owing to our competitors cutting prices, we are obliged to 1 ____ their prices ours. from the combine that we may maintain prices yours very truly. Replying to yours of the 29 ult. would say that we are not making meal - - we shall be pleased to advise you. ____ receive your order. your letter of the 1st inst. at hand ----- contents carefully noted. We acknowledge our mistake in overcharge send you check for the difference Trusting will pardon the error, we remain We are in receipt of your letter - - - - November enclosing order sacks

which we shall hurry forward accordance with your request We also send you samples new brand corn meal anxious to introduce section and are prepared fill promptly I am very sorry could not come to you in response to your kind favor of recent date complimentary a few sacks flow Graham breakfast food something new we anticipate a - 9---- has been tested directions 200 accompany each package Please say nothing about this to anybody. 2-1-95(--- We have a balance of \$95 ------ against you and we would urge that you make especial effort

Satisfy same January 1st at that time we shall have notes falling due must be met we have been to considerable expensmaking improvements on our h e de __ building certainly best attention insist upon immediate payment ------ shipped August amount ------ forthcoming draft on you sincerely hope save us unpleasant necessity or but it is impossible, yours truly We are shipping full car of brace - delay caused inconvenience in order to refuse great number patrons wheat consistent getting appreciate future orders prompt attention yours truly

7-7-8 We enclose herewith shortage referred we cannot account - - - - always careful about these matters - A _____ We are sorry occurred occasion another complaint should have attended sooner had we not been pressed rush usual season explanation satisfactory beg to remain. 5 - - repeatedly price-list pleasure territory we are sure regular customer consignment terms are enlarged prepared to give hoping to hear from you I have your favor in question earlier through the fear appear duplicating -F-7-- already included month December construe as a matter of conveniente yourselt expected subsequently easily disposed however comply with your request Replying to your favor understand instruction

FLOUR AND FEED

-1-

Dear Sir:

Owing to our competitors cutting prices, we are obliged to protect our business by making their prices ours. We, therefore, must withdraw from²⁵ the combine that we may maintain prices.

Yours very truly,

-2-

Gentlemen:

Replying to yours of the 29th ult., would say that we are not making meal from the new corn yet. When we do²⁵ so, we shall be pleased to advise you and to receive your order.

Yours very truly, (42)

-3-

Dear Sir:

Your letter of the 1st inst. at hand, and contents carefully noted. We acknowledge our mistake in overcharge, and shall be pleased to²⁵ send you check for the difference.

Trusting you will pardon the error, we remain,

Very truly yours,

(42)

(35)

Dear Sir:

We are in receipt of your letter of November 20th, enclosing order for 100 sacks, which we shall hurry forward, 25 in accordance with your request.

4

We also send you samples of a new brand of corn-meal, which we are anxious to introduce in your⁵⁰ section, and are prepared to fill all orders promptly.

Yours truly,

--5-

(61)

Dear Sir:

I am very sorry I could not come to you in response to your kind favor of recent date.

I am sending you,²⁵ complimentary, a few sacks of flour, Graham and breakfast food. The breakfast food is something new, and we anticipate a ready market for it after⁵⁰ it has been tested. The directions for its use accompany each package. Please say nothing about this to anybody.

Yours very truly,

(72)

-6-

Dear Sir:

We have a balance of \$95.00 against you, and we would urge that you make an especial effort to satisfy same²⁵ by January 1st, as at that time we shall have notes falling due, which must be met.

We have been to considerable expense making improvements on 50 our building, and we certainly trust that you will give this matter your prompt and best attention.

Yours very truly,

(70)

(98)

-7-

Gentlemen:

We must insist upon immediate payment of balance due us on car of flour shipped you August 10th, amount \$410.45.25 If this balance is not forthcoming, we shall be obliged to make draft on you, but we sincerely hope you will save us the unpleasant on necessity of doing so.

We are sorry we can not carry the account longer for you, but it is impossible.

Yours truly,

(72)

--8---

Gentlemen:

We are shipping you this day a full car of bran, as per your order of the 7th inst., and trust the delay²⁵ has caused you no inconvenience.

In order to save all our bran for you, we have been obliged to refuse a great number of patrons, 50 but we shall do so. The price of wheat is not consistent with the low prices we are getting for flour.

We shall appreciate your future orders, which shall have prompt attention.

Yours truly,

(84)

9

Gentlemen:

We enclose herewith check for \$32.23, in payment of shortage referred to in yours of the 20th inst. We can 25 not account for the mistake, as we are always careful about these matters. We are sorry, indeed, this should have occurred, and trust you will 50 have no occasion for making another such complaint. We should have attended to this sooner, had we not been pressed with the rush of business 75 usual at this season of the year.

We hope our explanation will be satisfactory to you, and beg to remain, Very truly yours,

-10-

Dear Sir:

We have repeatedly sent you our price-list, but as yet have not had the pleasure of an order from you. We are 25 anxious to have our new brand of flour known in your territory, and we are sure, were you to try this flour, we might consider 50 you as a regular customer.

We would ship the first order on consignment. Our terms are 30 days, 1% off 10 days.

We have 75 enlarged our plant, and are prepared to give our customers prompt attention.

Hoping we may hear from you with order, we remain, Very truly yours,

y yours,

--11--

Dear Sirs:

I have your favor of the 6th inst., and have the pleasure to enclose herewith bill for the car in question No. 791.25 This was not sent earlier through the fear that we might appear to be duplicating our bills. It had already been included in50 bill for the month in which it was shipped, December, and we construe your cutting it out as a matter of convenience to yourself and 75 expected you would take care of it in your own way subsequently. The matter is very easily disposed of, however, and we are glad to 100 comply with your request by enclosing the bill herewith.

Yours truly,

(111)

--12---

Dear Sir:

Replying to your favor of the 5th inst. that nearly all our customers understand our special reasons for insisting on shipments via. C.25 B. & Q., general instructions have been given to all those with whom we deal to ship in no other way. Our feeling is that 50 we would prefer to hold goods subject to shipper's order when they are shipped on other roads or return them, but in most cases we 75 are in need of the goods and do not have time to return them and have the shipment made as directed. We invariably deduct the 100 freight wherever goods are received other than as ordered, as it seems to be much better for the shipper than to stand freight and return 185 charges on C. B. & Q. in addition. Moreover, our mills being located on C. B. & Q. tracks, we save trouble and expense in 150 the delivery by that road.

-13-

Dear Sir:

Your letter of the 29th ult., which was sent to the Southern Lithographing Co., was forwarded to their successors in business, namely, 25 The Ruthoford Lithographing Co., of Atlanta. They in turn have forwarded same to me, and in reply I would say that I will forward you⁵⁰ the gross of pens this evening, if possible, but you do not give the kind of pens, and I will have to hunt around to 75 see if I can find your old order.

As to when I will be in Savannah, will say it will be some time during the month, 100 but just what date I can not say.

However, if you have any especial orders which you wish looked after, if you will forward same to me¹²⁵ I will give the matter my prompt and personal attention.

Hope you are getting your share of the general "wave of prosperity" which seems to 150 have struck us with a vengeance.

Yours truly,

(158)

-14-

Gentlemen:

We are surprised to find ourselves still without remittance in settlement of overdue account, amounting to \$55.26, payment of which has²⁵ been repeatedly requested. As this represents goods purchased by you under date of April 4th, nearly five months ago, upon our regular terms, the time⁵⁰ has now arrived when we must insist upon settlement and we must request you to remit to cover same to reach us not later than⁷⁵ next Wednesday, September 17th. Otherwise we shall feel obliged to hand the claim to our attorneys for collection without further notice, as you can not¹⁰⁰ expect us to carry your account indefinitely.

Trusting that you will not compel us to take this action, which we very much dislike, and that 125 remittance in settlement will be immediately forwarded, we remain,

Very truly yours,

(137)

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WOOD AND COAL

--15---

Dear Sir:

I enclose herewith check for \$34.75, for which please send me receipt. Also please send at once one car of coal, and send notice of shipment promptly.

Yours truly,

—16—

Gentlemen:

We have your letter of the 10th inst., and in reply would say that we sent you three cars of coal August 1st. We very much regret the delay, and trust it has caused you no inconvenience.

Yours truly, (41)

Dear Sir:

Please send at once two cars of cinders that carry the most iron. If the cinders continue up to standard, we shall be pleased to do some business with you this winter.

Please fill order promptly, and oblige, Yours truly, (42)

--18---

Dear Sir:

Yours of the 11th received, and replying we quote you dry wood at \$3.50 per cord and green wood²⁵ at \$3.25.

Trusting we may hear from you soon, we remain,

Yours truly,

(42)

--19---

Dear Sir:

We are in receipt of your favor of the 22d inst., and in reply quote you nut coal at $$3.50^{25}$ per ton and lump at \$3.75 per ton.

Hoping we may hear from you in the near future with order, and thanking 50 you for past favors, we remain,

Yours truly,

(58)

---20---

Dear Sir:

Please hold our order for lump coal until you receive further instructions.

We have not heard from you as to our order for²⁵ one car

steam coal, which was mailed on the 14th inst. Please let us know by return mail if the order can be filled 50 at once.

Dear Sir:

We have your favor in regard to short weights on cars at Omaha. Our dispatcher tells us that he has sent five cars²⁵ to-day, which was all that he could spare.

Our agent, Mr. Cummings, reports this A. M. that you have several cars on hand not50 billed out. Allow me to suggest that you send him bills for these cars, and we will do our best to furnish all the cars 75 you may require. Yours truly. (80)

Gentlemen:

In compliance with your request, we hand you herewith statement of your account, which, if you can not satisfy in full, we trust you²⁵ will arrange to pay in part.

We are in need of funds with which to meet our own obligations, and trust that you will do the50 best you can for us, and oblige, Yours very truly. (60)

__23__

Dear Sir:

We are in receipt of your communication of the 12th, and replying would say that we have taken up the matter referred25 to therein and the C. R. I. & P. have declined to settle the claim to our satisfaction, and we have determined to take more 50 extreme measures with them.

We have seen the Rock Island relative to through rates to St. Louis, but were unsuccessful in securing (as we had? 5 hoped to do) better rates from them than those offered by other roads.

Any further suggestions you may make in the matter, we shall most cheerfully100 follow, and await your further instructions Yours truly, before taking any definite steps.

-24-

Gentlemen:

I have your valued favor of the 6th, and carefully note contents I can not agree with your statement in the matter referred to25 in the first paragraph, and would suggest that you kindly reconsider the case in detail.

We have not yet resumed business, and probably shall not o do

so before June 1st, when we expect to have everything in readiness to open up on an enlarged scale.

We have received reports from ⁷⁵ the Rocksbury mines, of Pennsylvania, on the quality of anthracite coal, which are not satisfactory, and you are no doubt aware that we, as well¹⁰⁰ as many others, have given these mines a large preference.

There is a cessation in the brick making, owing to the continual rains for the ¹⁹⁵ past ten days or more, and we think it probable that they will be rather slow in getting started. We hope you may be disposed ¹⁵⁰ to modify the position you now take and make some satisfactory rate arrangement with us.

Yours truly,

(167)

-25-

Dear Sir:

We herewith enclose you invoice of the articles ordered by your favor of the 20th inst. The goods have been forwarded to²⁵ your address per Adams Express this day. The greatest care has been exercised in the selection of the goods and I trust that you will⁵⁰ be pleased with them in every respect. Terms in which Mr. Sanders has spoken of you are perfectly satisfactory and we need no further reference.⁷⁵

Thanking you for the confidence which you have placed in us and assuring you that we shall be most happy to receive a continuance of 100 your favors, we remain,

Yours truly,

(106)

-26-

Gentlemen:

We note yours of the 11th and regret the fact that we can not make you better prices than the present ones. We assure²⁵ you that our prices to you are net cost to us and that we can not do better.

If the N. O. goods suit you and 50 your trade and you can get better prices than ours, we, of course, have no ground for complaint if you buy elsewhere. The prices you 75 quote can not last long, however.

Thanking you for your appreciated favors in the past and hoping that they may be continued, we are, Yours¹⁰⁰ truly, (100)

27

Dear Sir:

We haven't received an order from you for Ralston Breakfast Food in some time. We believe the valuable advertising we are doing and²⁵ the fact that we are shipping dealers in your vicinity, must result in your getting calls for "Ralston" every day.

Our advertising is enormous, running 50 in the leading publications and read by progressive housekeepers. These magazines reach the best people and circulate all through your city. The splendid qualities of 75 "Ralston"—The Five-Minute Food—are being told through our advertisements, and people everywhere are anxious to try it. A trial always results in a 100 regular customer,

We believe you ought to supply the demand for Ralston Foods in your vicinity. We don't want to overstock you. We would rather 125 ship you in small quantities of two or more cases or barrels assorted, and prepay freight. We enclose herewith descriptive price-list.

Hoping to hear¹⁵⁰ favorably from you, we are,

Very truly yours.

(158)

--28--

HOW TO GET ALONG IN THE WORLD

Most of our successful men began life without a dollar. They have won success by hard work and²⁵ strict honesty. You can do the same. Here are a dozen rules for getting on in the world.

- 1. Be honest. Dishonesty seldom makes one⁵⁰ rich, and when it does riches are a curse. There is no such thing as dishonest success.
- 2. Work. The world is not going to 75 pay for nothing. Ninety per cent. of what men call genius is only a talent for hard work.
- 3. Enter into that business or trade¹⁰⁰ you like best and for which nature seems to have fitted you, provided it is honorable.
- 4. Be independent. Do not lean on others to¹²⁵ do your thinking or to conquer difficulties.
- 5. Be conscientious in the discharge of every duty. Do your work thoroughly. No one can rise who 150 slights his work.
- 6. Do not try to begin at the top. Begin at the bottom and you will have a chance to rise and 175 will be surer of reaching the top some time.
- 7. Trust to nothing but God and hard work. Inscribe on your banner, "Luck is a fool.²⁰⁰ Pluck is a hero."
- 8. Be punctual. Keep your appointmen's. Be there a minute before time if you have to lose a dinner to do²²⁵ it.
- 9. Be polite. Every smile, every gentle bow is money in your pocket.
- 10. Be generous. Meanness makes enemies and breeds distrust.

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SOAP

-29-

Dear Sir:

Your letter received and we regret we can not send you two dozen bars of soap for your daughter to sell and then send²⁵ the money. At the prices we make to agents it is impossible for us to do business except for cash. Perhaps at some time in the⁵⁰ future your daughter may think favorably of our work, and if so, we will be pleased to hear from her.

Thanking you for writing, we⁷⁵ remain, Yours truly,

—30—

(78)

Dear Sir:

Your letter received and contents noted. You say that your present work will keep you busy until about May 1st. We thank you²⁵ very much for writing and when a position is again open and your season is ended, we hope to have the pleasure of doing business⁵⁰ with you.

Thanking you for kindly writing, we remain,

Yours truly, (61)

(62)

—31— Dear Madam:

Your letter received advising that you have been using our soap and would now like the agency. I regret that we could not²⁵ make you an offer on the agency, because the agent from whom you have been buying our goods has control of that territory.

Hoping you⁵⁰ will continue favoring our agent with your orders, we remain, Yours truly,

-32-

Dear Madam:

Your valued letter of the 9th inst. received and contents noted. We regret that we could not fill any order for less than²⁵ one gross of our soap, because we have recently made it a rule not to send less than that amount to any one representing themselves⁵⁰ as our agent. You will agree with us that a gross of our soap, which in only forty-eight boxes of three bars each, is⁷⁵ little enough for any agent to sell. We have any number of agents who would sell that much in one day. Perhaps at some time in¹⁰⁰ the future you

may be in a position to give our business attention, and would be justified in ordering one gross of our soap.

Hoping125 to hear from you later, we remain,

Your friend.

(134)

-33-

Dear Sir:

We have written to Dr. Henry Farmer, of the American Soap Journal, asking for further information on an article in the March Journal²⁵ relating to the Sapondus Utilis, or the Soap Tree. He tells us that you are also interested and that you have written to some people⁵⁰ in Algeria asking for further information on the subject.

We have written the American Consul at Algeria, but have not had time to get an⁷⁵ answer. We are sending you a self-addressed, stamped envelope and will thank you for any information on this line that you may be able¹⁰⁰ to get. We will also bear you in mind, and if the American Consul gives us any line which will be of mutual benefit, we¹²⁵ will be pleased to share our information with you.

Yours truly,

-34--

Dear Sir:

Your valued letter received and contents noted. It seems that our Order Department had written you again regarding the agency after we had²⁵ advised you that the territory was taken. This is accounted for by the fact that we have quite a number of people by the same⁵⁰ name on our list.

Hoping that at some time in the future all conditions may be more favorable for your taking our work in some territory 75 not already taken, we remain,

Yours truly,

(82)

-35-

Dear Madam:

Your valued letter received and contents noted. We could not give you the exclusive agency there on our soap, because you know the 25 stores there have been handling our goods for years and it would be impossible to take our goods out of these stores after that length 50 of time. Perhaps at some time in the future you will be in territory not taken, and if so we will be pleased to arrange with 75 you.

We are aware of the fact that there are some goods manufactured that are claimed to be just the same as our soap, but¹⁰⁰ these imitations seldom amount to anything.

Thanking you for kindly writing, we remain,

Yours truly,

-36-

Dear Sir:

Your valued letter received and contents noted. We are very sorry indeed to hear that you have been sick and regret that you²⁵ are no better. We sincerely hope, however, that you will improve and we wish you a speedy recovery. Of course, under the circumstances, it will⁵⁰ not be possible for you to continue as our agent, but should everything be more favorable at some time in the future, we will be pleased⁷⁵ to have you write us.

Thanking you for writing, we remain,

Yours truly,

(88)

Dear Sir:

Your letter received and contents noted. We will furnish you with our soap at the same prices we make to all dealers and 25 you will find these prices on the blue card in this letter. We will make you an allowance of 50c for freight charges 50 on any order amounting to \$10.00, and as it will be necessary for you to send a check with your order, you may 75 also deduct 2% cash discount. We will send you advertising matter and samples and will give you every assistance possible with the business.

-37-

Hoping 100 to have the pleasure of receiving your order at once, we remain, Yours truly,

(114)

-38-

Dear Madam:

Your letter received and in reply wish to say that the price of our soap by mail is 15c a bar²⁵ or 3 bars for 40c. You can send the amount in stamps or money order and your order will get prompt attention.

Hoping 50 to have the pleasure of receiving your order at once, we remain.

Yours truly,

(64)

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REAL ESTATE

-39-

Dear Sir:

I will attend to the matter relative to the property referred to in yours of the 22d inst. What rate of commission²⁵ do you wish to pay?

Yours truly,

(32)

--40--

Dear Sir:

I enclose herewith deed, which please have executed and return to us at your earliest convenience.

I shall examine the abstract of title,²⁵ and, if found satisfactory, shall take the matter up promptly. Yours very truly,

-41-

Dear Sir:

We herewith acknowledge receipt of your favor of the 28th inst., and wish to express our appreciation for the compliment implied in 25 your wish to represent us in your city. However, we are obliged, for the immediate present, to decline your kind offer, and beg to remain, 50 Very truly yours,

<u>42</u> (53)

Dear Sir:

Please telegraph me on receipt of this letter what you can do regarding the 1,000 acres of land. If you²⁵ wish to see the property, which I have no doubt you will, I should advise that you come at once prepared to consummate the deal,⁵⁰ as we have other propositions, and can not hold the matter open longer for you.

Yours very truly, (67)

Dear Sir:

We enclose abstract of title to lots 9, 10 and 11, Block 6, Woodruff Place. On careful examination, we find the 25 acknowledgment of deed from D. N. Burnes to M. S. Morgan and wife to be defective. Transfer No. 15, from R. Johnson, does not 50 say whether he was married or single.

Please send further particulars. With the exception of the above defects, we think the title perfect.

Yours very⁷⁵ truly, (76)

-44-

Dear Sir:

We have your favor of the 16th, and in reply would say that in accordance with your request, we enter on our 25 books the following property for sale: Lots 20, 21 and 22, Black's Addition, Morton Place, at terms suggested by you.

Will you⁵⁰ please send us more definite description of the property? Judging from the description given, we think it attractive,

and we believe we can do well75 for you.

Thanking you, we remain,

Yours very truly,

(84)

-45--

Dear Sir:

We were, indeed, glad to receive yours of the 20th inst. We are anxious to identify ourselves with your locality. We have some very fine improved and unimproved land in your section, and can allow you a liberal commission on any business you may do for us. 50

We will make it to your interest to do business for us, and hope to hear from you in the near future.

Yours very truly,

(75)

--46--

Gentlemen:

Referring to your proposition, contained in yours of the 2d inst., would say that it would not be advisable for us to make the 25 exchange without your putting in a considerable amount of money. We can find no customer here who would care to take land in your section, 50 unless it were some one who was incumbered and in need of money.

We enclose herewith abstract of title, and hope we may be favored with 75 further communications from you relative to other deals.

Yours truly,

—47— (85)

Dear Sir:

We have your valued favor of the 30th ult. We are glad to know that you are coming to see us soon, 25 and that you have decided not to wait for railroad rates, which would not have been to your pecuniary advantage, as property is rapidly increasing 50 in value.

Please telegraph us when you expect to start with your party. I have in view a customer for the property mentioned in your 1 letter, and would ask that you give a further description of same.

Yours truly,

-48-

Dear Sir:

Your letter of the 2d was somewhat of a surprise to me. The description of the land was obtained of the agent, which 25 accorded with that given us by neighboring property owners.

The other matter referred to in your letter I do not remember particularly about. However, I⁵⁰ can not see that it is of any material consequence.

You advised me when here to close the deal at once, as you said it⁷⁵ was a small affair anyway. This I did on receipt of the abstract. I supposed you meant absolutely what you said, and I do not¹⁰⁰ consider this a fair deal on your part.

The advantage to us in this matter is but small, for which I care nothing, personally, but¹²⁵ I do not like to put others to the inconvenience that Mr. Mills has undergone on account of your irresolute attitude. I am sure that¹⁵⁰ Mr. Mills will look to us to give him possession of the property.

I trust that when you reconsider the matter, you will see the 175 advantage of saving our man the inconvenience, and us the embarrassment your present attitude would cause.

Yours respectfully,

(193)

-49-

Gentlemen:

At the instance of several persons of considerable influence, I am induced to make application for an agency of your company.

I have²⁵ a real estate office and a general employment agency, and in connection with my labors in this direction, I am led to believe that I⁵⁰ can advance your interest, as well as my own, and also benefit this community by representing your well-known institution. I am prepared to give⁷⁵ satisfactory security and reference, and request the favor of your early reply. Yours very truly,

-50-

Dear Madam:

We beg to advise you that we have been appointed by the Missouri Trust Company agent for the management of the Missouri Trust²⁵ Building, and we shall be pleased to have you confer with us in regard to any details incident to your tenancy, and to make checks⁵⁰ for rent payable to us.

Assuring you that it is our desire to promote your comfort and to do everything in our power to keep⁷⁵ up a high standard of service and appointment in the building, we are,

Yours truly,

(90)

-51-

Dear Sir:

We especially direct your attention to the big real estate sale of "Compton Heights," which we will conduct on Saturday, June 14th, 25 at 1 p. m.

This is the handsomest subdivision ever sold at auction, and is, in fact, the prettiest residence property in the city of 50 St. Louis.

Compton Heights must be seen to be appreciated. It is laid out in winding drives and streets. Shade trees, rare shrubbery and lawns⁷⁵ abound.

The conditions which have retarded the development of this delightful residence place, have been wholly overcome, and a rapid improvement and increase in value¹⁰⁰ of lots is certain, no district in St. Louis now having better street-car facilities. Three car lines running direct to Compton Heights.

Some of 125 the lots are large and others on the shorter drives and streets are smaller and of less value probably will sell for less than ground 150 with poor improvements—they all go alike to the high bidder, regardless of price.

St. Louis is growing so rapidly that such beautiful residence property¹⁷⁵ must increase in value and buyers at the sale will make money.

The owners instruct us to close out the remaining lots in beautiful "Compton²⁰⁰ Heights," and when we raise our auction banner, it means the lots must go and that bargains will be sold.

Call at the office for 225 further information, and remember the date.

Very truly yours,
(234)

-52-

Gentlemen:

The board of education of the city of St. Louis owns a large, first-class, fire-proof, seven-story building, on the northwest²⁵ corner of 9th and Locust streets. The three upper stories are now used for the public library and offices of the board of education. The⁵⁰ remainder of the building (four stories and basement) is now vacant. As at present arranged, with one passenger and one freight elevator, the vacant part⁷⁵ of the building is suited exactly to the needs of an extensive wholesale establishment. The attention of wholesale dealers is, therefore, called to this well-¹⁰⁰ equipped building and its splendid location. Alterations will be made to suit tenant.

This building may be available for the above purposes only during a¹²⁵ limited time, as the board of education is now contem-

plating a plan to change this building into an office building. For this purpose also, its150 location is especially fine, being in the immediate vicinity of the post-office, other large office buildings already filled with tenants, and the principal wholesale 175 and retail stores in the city. It is not more than a block or two from the lines of street cars leading to all parts200 of the city.

This change into an office building will, however, only take place provided that the terms can be made beforehand, with a sufficient²²⁵ number of desirable tenants, so that a proper return, for the additional investment required, will be guaranteed. In the reconstruction of the building, it will250 be possible to arrange offices exactly to suit the needs and wishes of the tenants, and the architect of the board is ready to confer275 with parties and to furnish sketches of subdivisions, partitions, etc., best adapted to the needs of parties desiring to locate in the building.

The board, 300 therefore, calls special attention to these inducements and asks particularly the attention of large establishments requiring suites of rooms, as the large amount of floor 325 space in the building, which is at present undivided, will afford almost any kind of accommodation.

Parties desiring to rent this building, entire, in its350 present form, and parties desiring to ascertain what office accommodations they could secure, in case it is concluded to alter the building, will please address³⁷⁵ the undersigned or the Anderson-Wade Realty Co., who are prepared to call on them at once and to submit full information and terms. Verv⁴⁰⁰ respectfully.

(401)

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DRY GOODS

-53--

Gentlemen:

We have on back order for you a little lot of underwear, about forty pounds in weight, which is not enough to 25 be sent by itself. Can you not favor us with a small additional order, say, enough to justify one-hundred-pound shipment, so as to 50 enable us to ship this little lot of goods?

Yours truly,

(61)

-54-

Dear Sir:

Your valued order at hand and goods forwarded to-day. Hoping the same will reach you in due time and open up satisfactory, we²⁵ are, Yours very truly,
(29)

-55--

Dear Sir:

Your valued order at hand and goods forwarded. We sent you all we had of the numbers specified in underwear and we will²⁵ have no more of the sizes ordered in these particular numbers this season. We would have endeavored to buy out a substitute for them, but⁵⁰ you requested us not to substitute.

Yours very truly, (59)

--56--

Gentlemen:

Your valued order at hand and goods forwarded. We are out of the 6x6 black Toile du Nord gingham and are unable²⁵ to buy same in the city at any price. We sent you one piece of a similar goods at 8c, the nearest thing to be⁵⁰ had to-day but in a 10x10 check, which is the smallest check we could get, and hope same will please you.⁷⁵ Yours very truly,

(78)

--57---

Dear Sir:

3

We regret to state that we are out of the bleached ribbed vests, long sleeves and high neck, in summer weight, at \$2.2525, as ordered, and were unable to buy these out at any prices to-day.

Yours very truly,

(43)

33

-58-

Gentlemen:

Replying to yours of the 26th inst, we herewith enclose samples of

These are the only weights and widths we have at present, and we hope to be favored with your valued order.

Yours very truly,

(75)

_ —59—

Gentlemen:

Replying to yours of the 26th inst., we have no record of any overalls being on back order for you. Kindly favor us²⁵ at once with a duplicate order on such overalls as you may be in want of and we will endeavor to forward them promptly.

Yours⁵⁰ very truly,

(52)

-60-

Dear Sir:

Replying to yours of the 2nd inst., will say that we have nothing in stock to match your sample herewith returned. Enclosed find²⁵ samples of the nearest obtainable. If either of these will answer your purpose, kindly re-order.

Yours very truly,

(43)

--61--

Dear Sir:

Your valued order through our Mr. Moore at hand and goods forwarded. The bale of plaids referred to was duly ordered shipped you²⁵ from the mill, but in some unaccountable manner the same was shipped to St. Louis. We have, therefore, credited your account with the original bill⁵⁰ as charged and have re-ordered a second bale for you with the request that they forward same immediately. We hope that the bale will reach⁷⁵ you very shortly and that the delay will cause you no great inconvenience.

Yours truly,

(90)

-62-

Dear Sirs:

Learning of your presence in the city, I take pleasure in extending you a cordial invitation to visit our store before making your²⁵ purchases elsewhere, at which time we will be pleased to show you through our stock, which is the most complete and attractive

in this market. 50 Such prices will be made as will demonstrate our earnestness in securing a liberal share of your patronage. The writer will be pleased to give⁷⁵ you his personal attention.

Yours very truly, (82)

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IRON

-63-

Dear Sir:

The manufacturers report that they have sold ahead for some time to come, and that they are unable to take present orders. This²⁵ in reference to your inquiry of May 13th, for charcoal metal for chill rolls.

Yours truly,

(42)

-64-

Dear Sir:

I have the honor to submit herewith plans and specifications provided for the construction of sewers under the railroad embankment at West Point.²⁵ Will you submit the same at your earliest convenience to the Board of Officers in charge of this, for their inspection and approval?

Yours truly,

(50)

--65---

Dear Sir:

Replying to yours of May 23d, I accept your proposition for the number of frogs required for the engine houses at Detroit, as²⁵ per my previous letter; style 'J' in your catalogue; price, \$27.00.

Please deliver them on the ground at as early a date as possible. 50 I understand that the price includes delivery.

Yours truly,

(59)

--66--

Dear Sir:

The writer is under the impression that Mr. Ramsey has already sent you request to have all rail end received for our account²⁵ classified as per our standard which you have. That is in five classes, short ends and lumps make the fifth class. If he has not⁵⁰ done so, we mean the request to cover all arrivals until further notice.

Yours truly,

(65)

-67--

Dear Sir:

In answer to your note of June 1st, I consider your interpretation as to shaft \$5.00, Weehawken tunnel, correct. It is proper, I²⁵ think, that the contractor should be paid at shaft price for whatever depth it may have been necessary to sink it, in order to work the tunnel as stated by you.

The passes were all sent to you yesterday evening. Have they not reached you? Yours truly. (72)

-68-

Dear Sir:

We wrote you some time ago, asking you to send tracer after car-load of spelter shipped to Morehead & Co. by John²⁵ Smith via T. H. & I. Rv. from Collinsville, Ill., March 12th, in P. C. & St. L. car No. 551. Not⁵⁰ having heard from this car vet, we will esteem it a personal favor if you will send a telegraphic tracer after this car and get⁷⁵ it here with the least possible delay.

> Yours truly, (84)

--69--

Dear Sir:

Some months ago the writer had a conversation with your Mr. Smith, regarding charcoal iron for armature. We have now to offer a25 special grade of iron manufactured solely for electric work, used by all the manufacturers of dynamos.

We should be glad to have a specification from o you to figure on, and feel confident that, if quality is the main object with you, we can secure your next order.

We believe it75 will be to your interest to try this stock, and awaiting your reply, we remain, Yours truly, --70--

(92)

Dear Sir:

We have now at Baltimore 1,000 tons English pig iron, which we have ordered forwarded to Pittsburg. Five hundred25 tons are sold to Smith Bros., and will be transferred via Try St. promptly on arrival. The other 500 tons are unsold.

We⁵⁰ called to-day on the Edgar Thompson Steel Co. for the purpose of selling the remaining 500 tons, delivered at Baltimore, but, while they⁷⁵ are disposed to take the iron, they are not willing to accept delivery at Baltimore, and insist on our delivering it at Yours truly. Bessemer.

(100) -71-

Dear Sir:

A Mr. Brown representing-your neighbors, Smith & Co., who sold us some furnaces, called on us yesterday and wanted to know, that25 in case they should go into that business, whether we would be able to supply them with our gas ranges for flats.

They claim that⁵⁰ they supply a good many dealers with furnaces for big residence buildings, especially flats, and he thought he could purchase those ranges of us without⁷⁵ interfering in the least with your trade.

We do not intend in any way to infringe upon your territory, but we, of course, wish to 100 do as much business as possible. You understand we would not lay this matter before you if we did not intend to live up strictly 125 to our promises made you.

Yours very truly,

(133)

--72-

Dear Sir:

We have numerous offers of Bessemer pig, old rails, etc., for delivery, f. o. b., British port, but they do not suit us. 25 We should be pleased to receive from you quotations for No. 3 Cimberland Bessemer pig, old double-head iron rails, and scrawl ends of 50 steel rails, delivered c. f. i., Baltimore, in the course of the next three or four months, steam, or for shipment in that time.

In 76 the present condition of trade, we can not take the risk of ocean freights, and are not in a position to make contracts for friends, as 100 you must be. If you can make us offers c. f. i., Baltimore, on above, it will probably lead to business.

Yours truly,

(123)

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ELECTRIC LIGHTS

---73---

Buckeye Electric Co., Cleveland, O.

Dear Sirs:

Referring to our telegraphic correspondence in regard to 325 8 C. P., 235 volt²⁵ lamps, on which we have your message stating you could furnish 10 C. P. lamps labeled 8 C. P., will you please send us⁵⁰ the 325 lamps in accordance with our order No. 3738 herewith enclosed, with the understanding that you can furnish us⁷⁵ lamps of about 240 volts, and this will permit us to cap the lamps up and label them 8 C. P., 235¹⁰⁰ volts with a reasonable assurance that the lamps will give the buyer satisfaction.

These lamps are for a changeable outside sign and if they125 are a little above voltage will give better life under the conditions

as explained above.

Hoping you can express these lamps to us on receipt¹⁵⁰ of the enclosed order, we are Very truly yours,

--74--

(159)

Dear Sirs:

We take pleasure in advising you we are shipping the remaining 700 lamps, 16 C. P., 102 volts, 25 to the Oregon Ore Purchasing

Co. to-day on your order of December 31st.

This practically completes this order, with some minor exceptions, and the 50 balance of the lamps will go forward at the earliest possible moment, but what we presume your customer wants is the main portion of the 75 order in staple lamps and these have already gone, amounting to about 1,500 lamps.

Very truly yours,

(95)

---75---

Dear Sirs:

We enlose you herewith a list of buyers in Baltimore according to our records, and as we are extremely anxious to improve this 25 record by the addition of such other names as may exist or the correction of any names on the enclosed list, we would esteem it 50 a great favor if you would go over the list very carefully and return same to us at the earliest possible moment with such corrections 75 or additions as you may find.

Thanking you in advance for this favor, we beg to remain

Very truly yours,

(95)

-76-

Dear Sirs:

Answering yours of the 3d, beg to say that we have smoothed some of the carbons last received from you and find that²⁵ by acting on your suggestion we can use them.

We are glad to relieve you from any duplication of the order and with thanks for 50 your attention in the matter, we are,

Very truly yours,

--77-

Dear Sirs:

We have yours of the 30th from McKinney, Tex., enclosing order for twelve candle lamps to be shipped the McKinney Electric Light²⁵ & Motor Co., to which we will give prompt attention.

We hope Mr. Walton will observe his promise to you and give us contract for 50 his station when his present Sawyer-Mann and Packard contracts expire, but if he thinks so much of the Columbia lamp, it seems strange to 75 us he would not sign a contract at once, as he evidently does not think a contract means very much when he has already signed 100 two contracts, both of which are supposed to cover his annual requirements.

Whenever it is possible, we feel sure you will not permit these lamp¹²⁵ buyers to dodge the issue, but will, by bringing forward counter arguments, get them to close their contract with us while you are on the¹⁵⁰ ground and not give us promises in order to dispose of the question for the moment.

With best wishes for your success in getting this 175 plant in the near future, we are,

Very truly yours,

Q

(185)

Dear Sir:

Yours of the 31st received, asking whether agents under Form C (not G, as you have it) are entitled to 1c²⁵ per lamp commission on contracts which they may take from their customers for 10,000 lamps.

Our price to agents under Form⁵⁰ C contract is 16.2c, with an extra rebate of 5% at the end of six months' period if the agents have⁷⁵ maintained our prices. This gives them a price of 15.3c and there is no further rebate or commission. On contracts for 1,¹⁰⁰ 000 to 10,000 lamps which they secure, they are entitled to the difference in price between the net price¹²⁵ to the contract customer and our net price to the agent, and the same applies to contracts for 10,000 or more¹⁵⁰ lamps which they may take. Under the latter condition they would make a profit of .7c per lamp, whether lamps

on such contracts are 175 billed by us to the agent direct or to the contract customer with the commission credited to the agent for the difference in price.

Trusting²⁰⁰ that the above will give you the information that you desire, we beg to remain,

Very truly yours,

--79--

Dear Sirs:

As we find your contract with the New York and Ohio Co. will expire during the present month, and being extremely desirous of 25 having you among the long list of users of Columbia Lamps, we take the liberty of writing to ask whether you will entertain a renewal 50 of your contract with this company, and if so, we will take great pleasure in going into the details of such contract as we can 75 offer to you, which we feel sure will be very much to your interest to consider before placing contract for your annual requirement.

We can¹⁰⁰ unquestionably give you a larger amount of total illumination for the same expenditure of current, due to the peculiar shape and construction of our filament,¹²⁵ than any other lamp manufactured, and we can likewise give you an average life which can be equaled by very few and exceeded by none.¹⁵⁰

The Columbia has been so long and favorably known to intelligent buyers of incandescent lamps that we hardly think it advisable to go into an¹⁷⁵ extended statement of what the lamp is and what it will do; but in the event you have never tried or seen any of the²⁰⁰ Columbia Lamps, we shall be very glad indeed to fill a trial order from you or give you such other particulars as may be desired.²²⁵ Meantime thanking you in advance for the anticipated favor of an early reply through the medium of the enclosed stamped envelope, we remain,

Very truly²⁵⁰ yours,

(251)

--80--

Dear Sir:

We are just in receipt of letter from our friends, the Central Electric Co., Chicago, asking us to make you a report on 25 the ten lamps returned recently by you on the understanding that these lamps showed some defect in material or workmanship which caused them to give 50 you short life.

We understood from letter received from the Central Electric Co. in regard to this matter a few weeks ago that these ten⁷⁵ lamps were dead and would not burn when put in service, but from an examination of the lamps think there must be some mistake about 100

this statement, as the lamps indicate they had been in service; in fact, on the cap of the lamp in each instance was marked a¹²⁵ record of the number of nights the lamps had burned, some being two nights, some being six nights and some twelve nights. From a thoroughly¹⁵⁰ careful, personal inspection and laboratory test of these lamps, we feel justified in saying that the lamps have been operated considerably above the marked voltage¹⁷⁵ and as a consequence have burned out in a somewhat shorter time than would have been the case had they not been operated in this²⁰⁰ manner.

We may say to you that we have shipped several hundred thousand of the same candle power, voltage and make of lamps to our²²⁵ other customers without having any complaints whatever, hence we feel doubly justified in attributing the short life to some local conditions at the plant, and²⁵⁰ we would suggest a careful investigation into the accuracy of the readings which you may be obtaining on your station voltameter, and also see that²⁷⁵ it is checked up against some standard instrument.

checked up against some standard instrument.

We find quite a tendency during the winter months on the part of central stations to run³⁰⁰ the voltage up between the hours of five and seven P: M. for the purpose of giving their patrons an increased amount of light at³²⁵ this hour, but of course while this does not materially damage a lamp which may be in service for some time, it is immediately under³⁵⁰ these conditions.

We feel thoroughly convinced if you will kindly look into the matter of your voltage and its regulation, you will find these lamps⁸⁷⁵ have been operated very much above the voltage marked on the lamp.

Hoping this information may be of some interest and value to you and 400 awaiting your further commands, we are,

Very truly yours,

(409)

--82--

Dear Sir:

Yours of the 11th received, and to say that we are disappointed at the information contained therein regarding the Lincoln Gas & 25 Electric Light Co., but feebly expresses our feelings in this matter.

We had been counting on a renewal of this contract, as we had heard on complaint whatever regarding our lamp and hope some opportunity will present itself for you to ascertain through what source the G. E. contract was placed or by what pressure the Lincoln Co. anticipated the expiration of our contract by securing a renewal contract from the G. E. Co. without one giving us an opportunity to negotiate with them at all.

We sincerely hope some satisfactory reason can be found to explain this unfortunate occurrence and ¹²⁵ we will await your further advices in the matter with much interest, meantime we will now have to put on a greater head of steam ¹⁵⁰ than ever to make up for the loss of this 10,000 lamp contract in your territory and we hope you will ¹⁷⁵ find some good customer to take the place of this Lincoln plant, which seems lost to us for the ensuing year.

Awaiting your further advices 200 and with best wishes, we are,

Very truly yours,

(209)

Dear Sir:

We find the following contracts in your territory expiring during December, and hope by correspondence or a personal visit you can secure the²⁵ renewal of these contracts for the Columbia lamp instead of permitting our competitors again to take the business for another year.

-83-

Cambridge Electric Light and 50 Power Co., Cambridge, Ill.

Eureka Electric Light Co., Eureka, Ill.

Ottawa Light and Railway Co., Ottawa, Ill.

City of Peru Light Plant, Peru, Ill.

City⁷⁵ Light Plant, Hannibal, Mo.

With best wishes for your success in obtaining one or more of these contracts for the Columbia Co., and awaiting your¹⁰⁰ advices, we are,

Very truly yours,

(106)

--84--

Dear Sirs:

Under date of December 17th we took the liberty of writing you soliciting an opportunity to secure your contract for the ensuing 25 year for your incandescent lamp requirements, enclosing stamped envelope for reply, but up to the present writing have not had the pleasure of hearing from 50 you. We have, therefore, thought possibly our letter might have gone astray.

We are exceedingly anxious to demonstrate to your entire satisfaction all the claims⁷⁵ which we make for the Columbia lamp, which, as you doubtless are aware, is one of the oldest incandescent lamps on the market, having been¹⁰⁰ manufactured continuously for a period of over eleven years, and to-day embodies the highest type of incandescent lamp manufactured, not only for the quantity of 125 illumination per lamp, but for high maintenance of initial candle power and economy in current consumption.

Hoping to have the pleasure of hearing from you150 at your

early convenience, through the medium of the enclosed stamped envelope, before placing your contract, we are,

-85-

Very truly yours,

(171)

Dear Sir:

Your esteemed favor is just at hand and we very much regret to note you have been having any trouble with our last²⁵ shipment of lamps.

In order that we may make a careful investigation into the trouble, and if it seems to be due to any imperfect⁵⁰ workmanship or material in our factory, apply the proper remedy here to prevent a repetition in the future, will you kindly pack up carefully and⁷⁵ return to us by first express, at our expense, the lamps complained of.

We shall certainly treat you right in this matter, as we prize¹⁰⁰ very highly your valued business, but before making a definite reply in regard to the adjustment, would like to examine the lamps and if possible¹²⁵ locate the trouble.

Thanking you in advance for the return of the lamps, packed carefully to prevent breakage en route, we are,

Very truly yours,

(150)

--86-

Dear Sir:

We have your valued favor of the first enclosing data showing the percentages of the different types of inner globes as shown by 25 your sales for the period between May and January.

We note from this table that the No. 55, both in the clear and opal,⁵⁰ is very greatly in excess of any of the others; our trade in St. Louis covers this globe almost exclusively.

Should we decide to place⁷⁵ a stock order later on, the information which you give us will be of great value.

Very truly yours,

(94)

(87) b. = 23 () 1904 ~ 25 ~ 20 f) 1904 ~ 20 f) 20 f)

BUILDING AND LOAN

--87---

Dear Sir:

On the 25th day of Feb., 1904, in the suit of Walker & Sons against you for the foreclosure²⁵ of a Mechanic's Lien, we filed for Walker & Sons an answer and cross petition, setting up the Mechanic's Lien held by them for \$2507.11. This case is assigned for trial. We do not care to put you to any unnecessary expense in the matter, and 75 if you will come into our office at once and arrange for the payment of this claim, it will save costs, etc.

Yours truly,

(99)

--88---

Dear Sir:

On July 25th you wrote us proposing to give us your four months' note to close our account, and we wrote you²⁵ in reply agreeing to accept such note. Since then we have heard nothing further from you in regard to this matter. It has occurred to⁵⁰ us that possibly matters were now in such shape with you that you would not find it necessary to settle by giving a note, but⁷⁵ that you could pay at least a part of the account in cash. If you can make us a cash payment, we would like, if¹⁰⁰ possible, to have it before the end of the month, as we have large payments to meet at that time, and any funds you can¹²⁵ send us would be of assistance to us. We shall be pleased to hear from you in regard to this.

Yours truly,

(147)

--89-

Dear Sir:

We have your acceptance for \$250 due sixty days from November 6th to renew part of your note due November 25 4th. We have also your check for \$47.06, receipted statement for which we enclose herewith.

The note of the Standard Wagon Co. 50 for \$82.00 due November 25th, which you sent us some time ago, will not be paid when due, owing to the failure 50 f the Standard Wagon Co. We do not consider it worth while to go to the expense of protesting the note, if you will waive 100 protest on it. We therefore send the note to

you, with a form of waiver on the back, which you will please sign. Return this 125 note at your earliest convenience, and greatly oblige.

Yours truly, (135)

-90-

Dear Sir:

We have your favor of the 26th in regard to the renewal of one half of your note for \$50025 for ninety days. We wrote you yesterday that the old note had been returned to us, so instead of our remitting to you, we⁵⁰ will ask you to send us your ninety-day note for \$500, and a draft for the balance with interest for 75 the additional time.

Trusting this will be satisfactory, we are, Yours truly, (87)---91---

Dear Sir:

Your note for \$75.64 will fall due December 20th, 1906. Unless paid by the day it25 is due, it will be given to our attorney for collection. Because of the fact that we had faith in your promises to pay. we⁵⁰ took the note in place of cash, as a matter of accommodation to you. We do not think it will cause any serious inconvenience to75 you for us to demand prompt payment, but it will be quite a disappointment to us if the notes that are now falling due are100 not promptly paid. We can not waste any time or postage over the collection of these notes. Those that are not paid by the date due,125 let us repeat, will be placed in our attorney's hands for collection. Yours truly

> (139)-92-

Dear Sir:

You left with us this morning a note of the Excelsior Fertilizer Co., for which you wish us to give you credit on 25 account. On looking up this concern in the Mercantile Agencies, we find that one of the agencies gives them a very low credit rating. Will50 you kindly inform us how long this company has been dealing with you, and whether your dealings with them have been satisfactory. Please state on⁷⁵ what time you have sold them, and whether they have heretofore paid their bills promptly. Awaiting your reply, we remain. Yours truly. (97)

—93—

Dear Sir:

We are in receipt of your letter of September 11th, enclosing your notes and draft, as stated, to take up your note25 for \$5,117.75, dated June 16th and due September 15th, after date. The settlement is entirely satisfactory to us,⁵⁰ and enclosed we return the old note. We fully appreciate the business-like manner in which you have arranged for this extension.

Yours truly,

(73)

-94-

Gentlemen:

We are in receipt of your letter of June 21st, and are pleased to have this from you, as it more fully explains25 to us the requirements of the heating system. Hot air heating is out of the question for this church, and we are proceeding to figure 50 on hot water. However, the fan system of heating, such as we are installing in your high school now, is entitled to consideration in connection 75 with this work. It would make a magnificent heating apparatus for this church, most efficient, and thoroughly ventilating. seems to be no lack of 100 space in the basement for the installation of such an apparatus, but we would have to submit plans to you giving some ideas on excavation,125 etc., for this purpose. We heated a church something similar to this, though not quite so large, some three years ago with the fan system, 150 and it is a most satisfactory arrangement. No floor space is taken up in any part of the building, and the heating and ventilating features175 are perfect.

By way of general information now, wish to show that either steam or fan system is applicable in this job.²⁰⁰ Each has its respective merits, and with either system it could be so arranged that the basement would be heated before the balance of the²²⁵ work is done. Their merits scale about in the order in which we have named the three different systems. Prices the same way.

It would²⁵⁰ be necessary, if you consider the fan system, to let us have a set of floor plans for some time to work with. This we²⁷⁵ trust you could do, and until we hear from you, we remain,

Your truly,

(289)

--95---

Dear Sir:

Your kind letter of the 9th inst. came to hand the following day. I am both pleased and gratified to find that you²⁵ acquit me of any wrong intentions and am very thankful for the practical view you take of my affairs and the excellent advice you offer ⁵⁰ me.

Within an hour after the receipt of your letter, I went earnestly to work, taking an inventory of my stock on hand and then⁷⁵ balanced my books. By midnight I had arrived at correct results, which I now beg to submit for your inspection.

360.00 \$41,614.98

ASSETS	
Real estate. Stock on hand. Bills receivable, 125 good. \$6,561.32 doubtful 3,150.00 bad 500.00	\$22 ¹ ,000.00 10,431.42
Book accounts, good	10,211.32
Cash on hand	6,947 ¹⁷⁵ .59 622.30 \$50,212.63
LIABILITIES	
Borrowed money	\$12,221.52 12,000.00 9,500.00 6,892.46
Assessment for sewerage	641.00

As far as figures ²⁵⁰ go, I think you will admit that the exhibit is not bad, but if I should be compelled to realize on the stock on hand ²⁷⁵ at the present moment, although both have been placed below their value, the result would be ruinous in the extreme. As you may perceive, the ³⁰⁰ small balance of cash on hand is actually necessary for the payment of the accrued interest on the mortgage, which must be paid at once. ³²⁵ I fear that in my over-anxiety to make sales, I have incurred more bad debts than good judgment might prompt and undoubtedly, to compete ³⁵⁰ successfully with rivals in the trade, I have allowed in some instances longer time for settlement than was strictly prudent. Moreover, there has been such ³⁷⁵ a tendency to cut prices that the margin of profit is far less than it should be.

Interest due on mortgage.....

I confess that after a closer investigation of 400 the present state of my affairs, I should have done far better to have wound up my business the moment I was driven to the 425 necessity of borrowing money, as I should then, at least, have involved no one but myself. But all retrospective regrets are of no avail now 450 and I assure you I anxiously await your counsel and advice as to my future arrangements.

Yours truly,

(96) Jon & har gray of (97) 6 22 es 2 / 2 es of e joy (98) 6, 2220 ... 700 1 2 4 2 1/2 Town of the same of the Biparteder Erater (99) 6. 770-1-70-6661 (881-1-666) 688 / 03 7 7 7 6 689 / 6 37 15 man fre by forther win ~ 000//1) J 282 00 0 0 1. Top and the state of the state

COMPRESSED BRICK

~ 96 ~

Gentlemen:

We are in receipt of a letter from Mr. Frank Lockwood, Montgomery, Ala., in which he states he will probably use the No. 7²⁵8 Washington brick. You can see that while it is not definitely settled, yet it is fair to assume that we will receive the order. ⁵⁰

Yours truly,

--97---

Dear Sir:

We have your favor of the 2d inst. advising that some of the brick we are sending to the Meyers Construction Co. for 25 sewer on the Park View Realty Co.'s property are not hard enough. Instructions have been given to see that first-class sewer brick are furnished. We 50 will have our man go to the works and see what the trouble is. Some of the brick may be from common kilns and others 75 from patent kilns. Those from patent kilns will be darker in color than those from the open-top kiln, but all brick should have a 100 good ring and be suitable for the purpose.

Yours truly,

(110)

--98-

Dear Sir:

We have your favor of the 29th ult, and note that you will probably use No. 78 brick manufactured by the²⁵ Washington Hydraulic Press Brick Co. Also note that you desire to have us quote these brick to Messrs. Cook & Laurie at \$29.5⁵⁰ per M, and make the rebate to the Montgomery Library Association.

We will be very pleased to do this, but up to the present⁷⁵ we have had no inquiry from Messrs. Cook & Laurie regarding these brick.

Please let us know if it is your desire that we quote¹⁰⁰ them without hearing from them.

Yours truly,

(107)

-99-

Dear Sirs:

We have your favor of the 1st inst., and note contents. Also acknowledge with thanks receipt of your orders 688 and 25 689.

Regarding order 688, beg to say that we have the brick in stock, and they will go forward to-day.

Regarding⁵⁰ order 689, beg to say that we have the brick in stock, and shipment will be made as soon as we are furnished⁷⁵ with cars. Orders for cars will be placed to-day.

We note you will take the matter up with Mr. Sanderson, as per letter from him¹⁰⁰ we forwarded to you on April 28th.

American size white enamel brick: Beg to advise that we can take an order for 14,125,000 at once, as we have them in stock. A portion of them can be quoins. In your letter you do not say150 what percentage are to be quoins. We hope to be in a position to handle enamel brick orders much more rapidly from now on.

Regarding¹⁷⁵ No. 511 transparent glaze: We note that you expect in a few days to place an order with us for No. 51²⁰⁰1 transparent glaze. Regarding the same, beg to say that we have none in stock, but we will have a car-load of them out ready²²⁵ for shipment in three weeks from date, unless something unforeseen happens.

Yours truly,
(238)

--100--

Dear Sirs:

Yesterday afternoon we received your wire, which reads, "Wire quotations delivered to Gallitzen, Pa., half million transparent glaze, also white-glazed English, also²⁵ Standard; how rapid deliveries." Shortly after the receipt of this message, we wired you, "American white enamel stretchers sixty dollars and fifty cents thousand, quoins⁵⁰ five dollars more f. o. b. Gallitzen, Pa. Twenty thousand per week at once; can not quote other kinds for quick delivery." By this we wish⁷⁵ you to understand that we can take an order for half a million American size white enamel brick, part stretchers and part quoins, and¹⁰⁰ can begin delivery at once at the rate of 20,000 per week, that we can not quote on other kinds for quick¹²⁵ delivery. Our prices on American size white enamel stretchers will be \$60.50 per M., and on American size white enamel quoins, \$6¹⁵⁰5.50 per M. delivered in car-load lots f. o. b. Gallitzen, Pa.

This proposition to remain open for acceptance for twenty days from 175 date.

Yours truly,

(178)

-101-

Gentlemen:

We have your favor of the 1st, and note contents. In reply beg to advise that we can not reduce the price of our²⁵ No. 509's below

\$22.00 per M., neither can we furnish radius brick for less than \$50.00 per M. This is \$50.00 under regular list-price. It is true we quoted you \$19.00 per M. on No. 509, but we \$75 limited our bid for time acceptance. The rate of freight we figured in naming you the \$19.00 price was 10c per \$100 cwt. Since that time, the railroad people have raised the rate to 15c; therefore, the freight will be \$9.00 now instead of \$125 \$6.00 as before. We have endeavored to get a more favorable rate, or to maintain the rate originally quoted, but they positively decline to \$150 do so. These No. 509's we quote at \$13.00 per M., f. o. b. cars our works, and if you \$175 can arrange for a better rate of freight than 15c, we will be pleased to quote you these brick f. o. b. our \$200 works. We will name you \$40.00 per M. on radius brick f. o. b. cars when shipped in car with plain brick. This is \$225 less than regular list-price, but we can not furnish them sooner than promised, as they will have to be made.

We trust you will²⁵⁰ be able to get a more favorable rate from the Railroad Co. and favor us with the order, as we are certainly anxious for the²⁷⁵ business. Yours truly,

-102-

(278)

Gentlemen:

We have your three favors of the 3d. We note that we will hear from you regarding the Watertown order as soon as Mr. ²⁵ Swan returns. Regarding this order, beg to say that we are going ahead getting out the patterns for the special round corners and internal string ⁵⁰ course returns for the No. 404 and No. 410, also for the special bull nose "B," and as soon as returns ⁷⁵ are ready will begin the manufacture of them. The other brick on this order are under process of manufacture.

Regarding the prospective order for the 100 General Electric Co.'s. power house, we understand that approximately 40,000 brick will be required. We understand this to mean Standard size 125 or approximately less if only tile are used, and that we will hear from you regarding this order shortly.

Regarding Mr. Townsend's order, beg to¹⁵⁰ say that we will proceed to get out the brick called for on this order, and that we may expect within the next few days¹⁷⁵ to receive a formal order for these brick, giving shipping directions, etc.

Yours truly,

(189)

a option Cange 12-13 00 00 10 00 11 - se grand A Tan L. Y - lego - grand 100-1-8 and the grant of t 73 - 2120 - Com 2 2 /2 16 1 354-20-26-6-64 (109) 6 2 2 - 12 - 7 - - - - - X - 3 - 5 - 5 - 5

ATTORNEY AND COLLECTION

---103---

Gentlemen:

Several days ago we returned your check which you sent to cover the reports made by us on parties at Valley Park, Mo., with²⁵ a letter of explanation, but I have heard nothing from you.

Will you kindly send us remittance as per the terms of the Martindale Mercantile⁵⁰ Agency, and oblige.

Yours truly,

(55)

-104-

Dear Sir:

What is delaying the settlement in the matter of Jones-Smith Mercantile Co. vs. Mrs. M. J. Brown? You wrote us on the 25 11th that you would have this matter settled by the 13th inst., and as you have had ample time in which to get 50 the proceeds here, clients can not understand what is causing the delay.

Your prompt attention to this matter will oblige,

Yours truly,

(71)

-105-

Gentlemen:

We have a claim for about \$200 against one W. J. Smith, who was formerly in the saloon business at Lebanon, ²⁵ Mo. We understand he is now at No. 12 Kansas Ave. in your city and we wish you would kindly look him up and ⁵⁰ ascertain what the prospects are for collecting from him. If you can do anything with the claim, we will take pleasure in sending it to ⁷⁵ you for attention.

Please let us hear from you promptly, and oblige,

Yours truly,

(89)

--106--

Dear Sir:

Please advise what success you are having with the claim of Brown Grocery Co. vs. N. K. King & Co. of Alton, and 25 what the prospects now are for a settlement. Clients are after us to-day for a report and we will, therefore, thank you for a prompt 50 reply.

Yours truly,

(53)

-107-

Dear Sir:

Your letter of the 12th inst., to the Metropolitan Co., has been handed to us for attention and in reply will say²⁵ that we wrote you about the claim against the Oxford Lighting Co. on the 12th inst, and do not understand why you should communicate⁵⁰ with our clients about a matter which comes to you from us. In future, kindly confine your correspondence in this matter with this office.

Kindly⁷⁵ let us know the results of your efforts promptly, and oblige,

Yours truly,

(88)

--108---

Gentlemen:

Our attorneys having charge of your claim, M. N. Bruce, Quincy, Ill., write us that they have obtained judgment for \$351²⁵ and costs. Execution will issue in thirty days and attorneys will report result.

Yours truly, (41)

-109-

Dear Sir:

Since writing you on the 12th inst., in regard to M. N. & C. K. Howe vs. Brown & Smith, clients have²⁵ changed their minds regarding suit and now say they prefer that you wait on defendant a while longer and endeavor to have them pay as⁵⁰ promised.

Please govern yourself accordingly and advise us of any new development, and oblige,

Yours truly,

(66)

-- 110---

Gentlemen:

Our attorney having charge of your claim against Dwite & Jones, Jacksonville, Ind., writes us that Jones is there, but is out of work²⁵ and apparently has no means. Attorney says he will do his best to get the money and report the result of his efforts.

Yours truly, (50)

-111-

Dear Sir:

In reply to your recent favor regarding the claim of Wellstown Tobacco Co. vs. Thompson & Son, will say that the goods sent ²⁵ were exactly what defendant ordered and they have never made any complaint to clients to the contrary. If there is any way of enforcing this ⁵⁰ collection we want you to do so without any unnecessary delay. Clients advise us that you have written them direct in this matter and in ⁷⁵ connection therewith beg to say that when

business comes to you from this office, we wish you would please communicate only with us regarding it. 100

Kindly bear this in mind, and oblige, Yours truly,

—112—

(109)

Dear Sir:

In response to your favor of the 13th inst., containing check for \$61.60 to cover the claim of Jones²⁵ & Co. vs. John Brown, we beg to call your attention to the fact that we sent you \$5.00 to secure costs of suit⁵⁰ on January 17th.

Kindly remit the amount to us, after deducting your commission on the amount of the claim, and oblige,

Yours truly, —113— (74)

Gentlemen:

We return herewith your claim against J. K. Louis, Springfield, Ill. We have had this claim in the hands of our regular attorney and 25 a justice of the peace, but both report it uncollectable. We have charged your account with \$1.00 fee on account of the \$5.5000 paid you direct.

Yours truly,

(55)

--114---

Gentlemen:

In reply to your favor of the 12th inst. in regard to John George vs. M. K. Wilson, will say that client has 25 decided not to take any action and we will therefore thank you to return the account to us so we can get rid of it. 50 Yours truly.

—115—

Gentlemen:

Will you please advise us what success you have had with the claim of the St. Louis Publishing Co. vs. Phillips & Rogan and²⁵ what the prospects are for getting the money. Clients are after us for a report in this matter and say if you have been unable⁵⁰ to accomplish anything they want the claim returned.

Please act accordingly, and oblige, Yours truly,
(65)

--116--

Gentlemen:

In reply to your inquiry of the 13th inst. beg to say that we know of only one Sam'l Jackson, and if he²⁵ is the party inquired about we consider him a perfectly responsible person for any contracts that he makes.

Hoping you will have no trouble in 50 collecting the money from him, we remain,

Yours truly,

(59)

--117---

Dear Sir:

We enclose herewith check for \$4.20, being one-third of the fee charged in your case against J. H. Koston &²⁵ Co. As the claim was in your favor the idea of a division of fees never occurred to us.

Yours truly,

(45)

--118--

Dear Sir:

In reply to yours of the 13th inst., in regard to Newton Thread Co. vs. Mrs. H. K. Briggs of Stonewall, Ind., 25 will say that defendant has only about \$5.00 on account as set forth in the statement which we sent you on the 13th 50 inst.

Please get after her for the balance, and oblige,

Yours truly,

(62)

--119---

Gentlemen:

Our attorney having charge of your claim against H. W. White, Barker, Ark., writes us that defendant failed in business some time ago and 25 is now doing nothing. He has nothing subject to execution and the prospects for collection are not very bright, but attorney says he will do 50 the best he can and report to us as soon as he completes his investigation.

Yours truly,

(67)

-120-

Dear Sir:

In regard to claim against M. E. Cooning, Springfield, Ill., will say that our attorneys advised us that they have brought suit and will press the matter to settlement as speedily as possible.

Yours truly,

(37)

-121-

Gentlemen:

Your recent favor in regard to Boyer Machine Co. vs. Boogher & Taylor was duly received and referred to clients, who say that they²⁵ want a certified transcript of the judgment and also desire you to have the judgment revived some time before September 16th. Please have the⁵⁰ transcript issued and send it to us and we will remit the amount on receipt thereof.

Please also bear in mind to have the judgment⁷⁵ revived as stated, and oblige,

Yours truly,

(82)

--122-

Gentlemen:

We return herewith, as worthless, your claim against Sam D. Capen of Oswego, Kan. Defendant left Oswego some time ago and was reported as²⁵ having gone to Oklahoma, but inquiry at the latter place has failed to find him.

Yours truly,

-123-

Gentlemen:

. We have your favor of the 13th inst., in regard to J. J. Smith & Co. vs. K. L. Cline, and in reply²⁵ will say that clients are thoroughly out of patience with defendant and if he does not pay up at once we want suit brought forthwith, if⁵⁰ in your opinion the money can be made on execution.

Yours truly,

(63)

-124-

Gentlemen:

Our attorneys having charge of your claim against K. L. Cline, Belleville, Ill., write us that defendant did not pay as promised, and they²⁵ have notified him that unless the matter is settled to-day they will file suit. We have written them not to waste any more time on⁵⁰ defendant, but to file suit at once, if in your opinion collection can be enforced.

Yours truly,

(67)

-125-

Dear Sir:

Please consider as having been returned as worthless your claim against R. H. Rowan, Keokuk, Ia. Defendant is insolvent and we are unable²⁵ to get anything out of him. Yours truly,

(33)

--126---

Dear Sir:

We have your favor of the 13th inst., with check for \$11.43 proceeds collected in settlement of the claim²⁵ of H. Ketchum & Co. vs. R. B. Buffam, for which you have our thanks.

-127-

Yours truly,

(42)

Gentlemen:

Our attorneys having charge of your claim against W. K. Wells & Co., Belton, Tex., write us that they have obtained judgment but do²⁵ not think there are any prospects for collecting. They will do the best they can, however, and will report as soon as anything develops.

Yours⁵⁰ truly,

-128-

Gentlemen:

We herewith enclose, as requested, sworn account of H. Shillinger vs. H. J. Barnes. If you think the money can be made, please file²⁵ suit at once, and oblige, Yours truly,

(32)

-129-

Dear Sir:

The J. B. Bemis Co. wants judgment for the balance of its claim against J. R. Kates and we herewith enclose the note²⁵ and wish you would please take judgment as soon as possible before a Justice of the Peace, and when the execution is returned have a⁵⁰ transcript filed in the court so as to make it a lien on any property defendant may accrue in the future.

We will remit the 75 costs on receipt of your request.

Yours truly,

(83)

Gentlemen:

The William Barr Dry Goods Co. advises us that you agreed to pay whatever expense was incurred by said company in the collection of²⁵ its account against you for material furnished at the Masonic Home of Missouri. The cost for collecting this claim was \$10.00 and we⁵⁰ will thank you to send us a check for the amount at your earliest convenience.

Yours truly,

(67)

-131-

Dear Sir:

N. K. Little has sent us a claim for collection, but we are unable to collect the same at present so send it²⁵ to you herewith for your immediate attention.

We will remit costs on receipt of your request.

Yours truly,

(43)

-132-

Gentlemen:

As per your request of the 13th inst, we herewith enclose sworn account in the matters of the Acme Cycle Co. and the 25 K. H. Knight Cycle Co.

Trusting you will succeed in making these claims and awaiting an early report, we are,

Yours truly,

(47)

-133-

Dear Sir:

If upon investigation you find the claims of J. H. Holliwell & Co. vs. H. J. Litton and the Western Spice Co. vs.²⁵ Jones & Pfeffer worthless, please return them to us without delay.

Yours truly,

(38)

-134--

Gentlemen:

We beg to report the collection of \$10.00 on account your note against Chas. Palmer and have his promises for another payment²⁵ in two or three weeks.

Yours truly,

--135---

(32)

(68)

Gentlemen:

We beg to report the collection of \$5.00 more on account your note against B. J. Beck of this city. Defendant is making²⁵ his payments few and far between, this being only his second payment, but he is not making more than a living where he is and⁵⁰ we think we can make better progress by being a little lenient than we could otherwise.

Yours truly.

-136--

Gentlemen:

We beg to report the collection of \$10.00 more on account of John Beno & Co. against J. K. Sprigg. As we²⁵ informed you before, this collection promises to be very slow. As defendant is so totally insolvent, we think the present course the best one to⁵⁰ pursue, as, if we go to force him at this time, we may get nothing at all.

We will keep after him and do our best⁷⁵ to get the matter settled as soon as possible.

Yours truly,

(86)

137

-16

Gentlemen:

Regarding your claim against John Williams of this city will say we see no immediate chance of getting anything out of defendant, but think²⁵ a judgment might be a good investment.

Will you please let us know if you desire the claim reduced, as if you do not, we⁵⁰ may as well return it. Yours truly,

—138—

Gentlemen:

We enclose herewith a letter from our attorney having charge of your claim against S. K. Brooks, which explains itself.

Please return to us²⁵ with your instructions, and oblige,

Yours truly,

(32)

(57)

-139-

Gentlemen:

In the matter of Lewis-Watts & Co. vs. Mrs. J. H. Swann, beg to say that clients have decided not to take any²⁵ action at present and we will, therefore, be obliged if you will return the sworn account to us in the enclosed stamped envelope.

Yours truly,

(50)

(48)

-140-

Gentlemen:

Your favor of the 13th inst., in regard to Houser & Sons vs. C. Andrews, was duly received and referred to clients. He²⁵ was formerly in your city, but since we have not heard anything from him and do not know where he is.

Yours truly,

-141-

Gentlemen:

Your favor of the 13th inst., in regard to Bauer Notion Co. vs. A. R. Andrews, was duly received and referred to clients, 25 who say that they will accept \$160 in full settlement of the judgment, but no less. If you can effect settlement on 50 this basis do so at once, otherwise we will hold it over defendant for future use

Please advise us in the matter promptly, as, if 75 the settlement is not made we will collect the costs and send them to you.

Yours truly,

(92)

-142-

Dear Sir:

We enclose herewith the claim of Blair-Erskin & Co. vs. Paul Mitchum of Canton, Ohio, about which we wrote you some days²⁵ ago. We send you this claim on the usual terms and trust you will succeed in making the money.

Please give us a report and 50 oblige,

Yours truly,

(53)

-143-

Dear Sir:

In reply to your postal of the 15th inst., in regard to St. Louis Manufacturing Co. vs. Dunn & Smith, will say²⁵ that clients are willing to stand the expense of your investigation, provided collection is made, but they will not advance any money for that purpose,⁵⁰ If you are unable to look after the matter on these terms kindly return the claim to us promptly, and oblige,

Yours truly,

(73)

-144-

Gentlemen:

Our attorneys having charge of your claim against M. K. Ellis, Bellmont, Mo., write us that they have been after defendant continually, but he²⁵ is very hard up and his part of the country has suffered greatly from the recent over-flow and the prospects for an early settlement are⁵⁰ not very bright. They believe he will pay as soon as he has the money and will continue to look after him and make it⁷⁵ as soon as possible.

Yours truly,

(81)

-145-

Gentlemen:

We return herewith, as worthless, your claim against J. Y. Gunther, Cleveland, Ohio. Defendant is insolvent and there are no prospects of getting anything 25 out of him. Yours truly,

-146-

Gentlemen:

We return herewith, as worthless, your claim against Katz Bros., formerly of Dyersburg, Tenn. Defendants are entirely worthless and there are no prospects of getting anything out of them.

Yours truly,

(32)

-147-

Dear Sir:

We also return your claim against Mrs. K. O. Palmer, formerly of Huntsville, Tex. Defendant was reported to have gone to Baltimore, but²⁵ the party at the latter place by that name denies owing the claim and our attorney, being unable to establish her identity, has concluded it⁵⁰ is useless to waste any more time on it.

Yours truly,

(61)

(74)

—148—

Our attorneys having charge of your claim against Dr. J. F. Moffitt, Birmingham, Ala., write us that defendant can not pay now and offers²⁵ to give a promissory waiver note, with interest, payable November 1st. He has nothing subject to execution and attorneys, therefore, recommend that his note be⁵⁰ accepted, and as there seems to be nothing else in sight we have authorized them to settle the claim in that way.

Yours truly,

-149--

Gentlemen:

Gentlemen:

In reply to your favor of the 11th inst., in regard to St. Louis Cycle Co. vs. M. P. Parson, will say that²⁵ if you can do no better

you may accept the waiver note, due November 1st, which defendant offers.

Let us know when you have the 50 matter closed, and oblige, Yours truly.

-150-

•

Dear Sir:

In reply to your favor of the 11th inst., regarding your claim against R. K. Barker, will say that our fees are 25 10% for collecting claims over \$30.00 and \$3.00 on claims under \$30.00. Where suit is brought or an 50 unusual amount of trouble involved we charge a fee commensurate with the services rendered.

Yours truly,

(66)

(56)

-151-

Dear Sir:

In replying to your favor of the 13th inst., in regard to Jones-Morgan & Co. vs. Henry Howe, will say that²⁵ if there are no prospects for making the money within a reasonable time you had better return the claim to us so we can get⁵⁰ it out of the way.

Yours truly,

(57)

--152---

Gentlemen:

Our attorney having charge of your Henry Lutz, Rockbridge, Ill., writes us that he is unable to collect anything and the prospects for doing²⁵ so are not flattering. Defendant is working on a salary and has nothing subject to execution. Yours truly,

-153--

Dear Sir:

In reply to your postal of the 13th inst., in regard to Bollman Bros. vs. Henry Lutz, will say that if there²⁵ are no prospects of collection within a reasonable time you had better return the claim to us so we can get rid of it.

Yours⁵⁰ truly,

(51)

--154--

Gentlemen:

We enclose herewith, as worthless, your claim against Jenny Snyder, Austin, Tex. Defendant is worthless and there are no prospects of getting anything out of 25 her. Yours truly,

--155---

Gentlemen.

Your letter of the 10th inst., to Lewis-Zeigler Mercantile Co., regarding its claim against S. L. Gohlman, has been referred to us²⁵ for attention and in reply will say if there are any prospects for

making this judgment within a reasonable time clients would like to have⁵⁰ you wait for your fee until the money is collected. If there are no prospects for an early settlement clients are willing to pay us⁷⁵ a small fee for getting the judgment, but think \$20.00 is entirely too much. In connection with this matter we beg to call¹⁰⁰ your attention to the fact that when attorneys correspond direct with our clients regarding business, which we send them, it has a tendency to complicate¹²⁵ matters and in the future we wish you would please confine your communications regarding business which we send you, with this office.

Yours truly,

-156-

Gentlemen:

Our attorneys having charge of your claim against the Dubuque Buggy Co., Dubuque, Ia., write us that defendants dissolved partnership some time since and²⁵ one of the parties is now working for an iron concern there. Neither has any property subject to execution, but the salary of the one⁵⁰ employed could be garnisheed and the money made in that way. The amount is so small, however, that attorneys say they will exhaust their funds⁷⁵ for an amicable settlement before resorting to legal process.

Yours truly,

(86)

--157--

Gentlemen:

We return herewith, as worthless, your claim against L. W. Plummer, Virginia, Ill. Defendant is out of business, insolvent, and there are no prospects²⁵ for collecting from him.

Yours truly,

(31)

-158-

Gentlemen:

We return herewith, as worthless, your claim against J. Miller, Augusta, Ark., on the face of which you will find our attorney's report, which²⁵ explains the situation. Yours truly,

(30)

-159-

Dear Sir:-

We wrote you several days ago regarding the little balance due on your account in favor of Brown-Clark & Co., but have²⁵ heard nothing from you. Kindly send us this money at once, as otherwise we shall forward the account to our attorney in your neighborhood for⁵⁰ attention.

Yours truly,

(53)

-160-

Dear Sir:

In reply to your favor of the 13th inst., will say that we have placed your name on our list of attorneys²⁵ and will take pleasure in remembering you the next time we have business in your city.

Yours truly, (43)

-161-

Dear Sir:

Referring to our recent communication regarding claim against W. N. Culver, of Kingston, beg to say that this claim is in the form²⁵ of an itemized account for \$68.78 in favor of Elliott W. Langley of New York. This claim was sent to Mr. G.50 O. Green, an attorney of your city, for collection on August 19th last, and on September 2d \$5.00 was sent him to secure 75 the costs of reducing the claim to judgment. Mr. Green advised a short time ago that nothing had been realized, but that it would probably 100 be collectible after a while. We have recently received some very unfavorable reports regarding Mr. Green and as we know he has been guilty of 125 peculiar business methods we are somewhat anxious about this matter and, therefore, have to request that you investigate and ascertain whether the claim is in¹⁵⁰ judgment and what, if anything, has been collected thereon. We will appreciate your prompt attention and will take pleasure in reciprocating by forwarding such business¹⁷⁵ as we may have in your neighborhood.

Your reply by early mail will very much oblige,

Yours truly,

(193)

-162-

Gentlemen:

Our attorneys having charge of your claim against James Clarke & Co., Tip Top, Mo., write us that defendants assigned a short time since²⁵ and the prospects for the creditors are not very bright. The stock invoiced is about \$300, but it is doubtful whether it⁵⁰ will bring that amount at forced sale. Both defendants are insolvent.

Yours truly,

(63)

--163---

Gentlemen:

Our attorney having charge of your claim against H. J. Walton, Normandie, Mo., writes us that defendant is insolvent and there are no prospects²⁵ for an early collection. He may pull through, however, during the summer and attorney says he will keep the claim and get the money as⁵⁶ soon as he can.

Yours truly,

-164-

Gentlemen:

Our attorney having charge of your claim against J. W. Morris, Nestboro, Mo., writes us that he has arranged to get the money in 25 \$11.25 monthly installments. He expects to get judgment to-day and will do his best to see that the payments are promptly made. 50

Yours truly, (52)

-165-

Dear Sir:

Referring to our recent correspondence regarding the judgment which we have against T. L. Beach, formerly of Blackburn, Mo., beg to say that²⁵ this judgment was obtained at Marshall, Mo., and our attorney at that place has ordered an execution issued to the sheriff of your county. The⁵⁰ amount of the original claim was about \$183, in addition to which the costs and interest are to be added. If the⁷⁵ execution is not received within a reasonable time kindly notify us so that we can stir up our Marshall correspondent again.

(98)

Gentlemen:

Our attorneys having charge of your claim against Thomas Wollverton, Hoopeston, Ill., write us that defendant promises to pay

by the 22d inst., 25 and as the time is so short they decided to wait on him. He is perfectly responsible and if he does not pay as promised 50 they will proceed to enforce collection by suit.

promised⁵⁰ they will proceed to enforce collection by suit.

Yours truly,

(60)

-167-

Dear Sir

We have your favor of the 16th inst., with a draft for \$9.87 proceeds collected on the claim of Heller²⁵ & Hall, for which you have our thanks.

Yours truly,

---168 --

(35)

Dear Sir:

We have your favor of the 16th inst., with draft for \$24.04 proceeds collected on the claim of S. 25 K. Paul vs. C. R. Miller, for which you have our thanks.

Yours truly,

-169-

(39)

Dear Sir:

We have your favor of the 16th inst., with draft for \$25.21 proceeds collected on the claim of the 25 St. L. C. Co. vs. Frazier & Wilson of Malta Bend, for which you have our thanks.

Yours truly,

(44)

-170-

Dear Sir:

As requested we herewith enclose sworn itemized account of R. Dunn Hat Co. vs. James Wales. Please press this matter to a settlement²⁵ without any unnecessary delay, and if suit is required take steps in that direction at once.

Please do not allow this matter to drag, as 50 clients want money and not promises.

Yours truly,

(58)

-171-

Gentlemen:

We have your favor of the 15th inst., with check for \$10.25 proceeds collected on the claim of Henry Hunt²⁵ vs. A. Barber, for which you have our thanks.

Yours truly,

(36)

-172-

Dear Sir.

We return herewith your claim against Chas. J. Joy. We wrote you some time ago regarding this matter, but heard nothing from you²⁵ and infer from your failure to reply that you do not wish suit brought.

Yours truly,

-173-

(41)

Gentlemen:

Our attorney at Fort Worth, Tex., writes us that he is unable to find Mr. J. C. B. His correspondent at San Antonio, Tex., 25 says he is not there and is unable to get any address of his whereabouts.

If you can assist us in finding the gentleman we⁵⁰ will be obliged.

Yours truly,

(55)

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LUMBER

-174--

Dear Sir:

Your postal card of the 9th inst. is received. Do you handle long-leaf yellow-pine lumber? If you have any mill-run²⁵ side boards on hand, either green or dry, please name us a price f. o. b. cars San Antonio. We should also be glad to⁵⁰ have you quote us on 100,000 ft. of 1"x6", 8", 10" and 12" wide, by 1⁵⁶ and 18' long, square edge and sound quality, as free from knots and blue sap as possible.

Yours truly,

(95)

-175--

Dear Sir:

Your two letters of recent are at hand. We suppose that what you call "original pine" is what we call "loblolly" or "slash."²⁵ We might be able to handle all that you could make if sawed into boards 1½" thick, from 6" to 12" wide⁵⁰ and from 16' to 20' long. Please make us a price per 1,000 f. o. b. cars Akron, and we⁷⁵ will consider the matter.

Please let us know how much you could deliver each month. As soon as your mill is running, we will send¹⁰⁰ a man over to see you.

Yours truly,

(108)

-176-

Dear Sir:

Referring to our telephone conversation of this morning, we quote you the following prices f. o. b. cars city limits:

Rough yard stock, ²⁵ 1x 4 to 8x 8	\$12.00	per	M
" " " 1x10 " 12x12	14.50^{50}	66	66
Common grade, tongued and grooved	11.00	66	
Standard " " "	14.00	64	6.6
Clear grade	17.00	66	66

Tongued⁷⁵ and grooved stuff can be furnished in any width under 12". Select rough stuff costs extra. Lengths longer than yard sizes cost extra. Yours¹⁰⁰ truly,

73

-177--

Dear Sir:

We are informed that you will in the near future erect a handsome residence. We desire to call your attention to the fact²⁵ that
we are manufacturers of all kinds of building material, and, if you
will give us an opportunity to figure on your requirements, we
think⁵⁰ we can make it to your interest to buy from us. As soon
as you are in a position to do so, we would be⁷⁵ glad to have you
send us a list of such material in our line as you will need, giving
quantities, qualities, sizes and such other¹⁰⁰ information as will enable us to make an intelligent estimate.

We carry on hand a large stock of regular sizes, from which we can make 125 prompt shipments. Yours truly,

(129)

-178-

Dear Sir:

Please advise us by return mail the catalog number you want on the 340 ft. of 2" O. G. base mould²⁵ which is on the bill sold you last Monday. If you can not furnish the catalog number, please send us at once cut or drawing of ⁷⁵ same.

We must hear from you by return mail.

Yours truly

(86)

--179---

Dear Sir:

We have at hand at our Gifford mill one car 1x6 No. 2 which we could work S. 1 S., or ²⁵ to any pattern desired. Also 100,000' No. 1 and better, 6" strips that will work to any pattern not to ⁵⁰ exceed 5%" in thickness. Seventy per cent. of this stock will run B. and better.

We also want an order for $100,0^{75}00'$ of 5%" quarter round. We have a lot of moulding strips which we can work up to good advantage and which are 100 at present very much in our way. We can handle a couple of mixed cars of moulding very nicely.

We also have at this plant 125 several cars of finish $1\frac{1}{4}$ ", $1\frac{1}{2}$ " and 2" in thickness, B. and better.

If you can use any of the above 150 stock, kindly let us figure with you.

Yours truly,

(159)

-180-

Dear Sir:

We return with this your order No. 2345 for shipment to Jones Lbr. Co., Auburn, Sangamon Co., Ill. We are 25 entirely sold out of 2'x8'-12', 6" C., and, as these items constitute the bulk of the order, you can readily see⁵⁰ that it would be impossible for us to handle same, which we regret.

Yours truly,

(65)

-181-

Dear Sir:

Your favor of the 10th received. With reference to your order No. 5625, our loading ticket and invoice show²⁵ that we have shipped the 1'x6'-14' D. and M. in No. 2 as your order calls for, and that we have⁵⁰ charged you the price as per your order. We think, if you will investigate this again, you will find that we are correct.

We have⁷⁵ omitted your addition of 98 pcs. ²6-10′ No. 1 W. P.

rough, as per your request.

Kindly refer to your order¹⁰⁰ No. 5820, dated November 3d, and advise us if the 3,000 ft. 1x6 Farmers Clear should be¹²⁵ run to flooring or some other pattern. It is not marked on the order.

An early reply will be appreciated.

y, (147)

-182-

Dear Sir:

We enclose herewith estimate on list of lumber sent us a few days ago. We wish you would call on us in Chicago, ²⁵ as the last few items in your bill are not clear. For instance, you ask for 3,600′ ½2 stock ⁵⁰ boards and do not say whether they are to be white or yellow pine, and you do not give us the grade. The same is ⁷⁵ true of the flooring. You do not say whether you want white or yellow pine and you fail to state the grade on this item. ¹⁰⁰ The patterns are not marked either, so we have figured ½2x3.

For the above reason, we would like very much to have 125 you call on us, and trust you will do so within the next few days.

Yours truly

(142)

-183-

Dear Sir:

We enclose estimate on list of lumber received from you this morning. You only put the grade on two items, and we have figured the best on everything else. If you use W. P. siding instead of redwood, the bill would cost \$18.00 more. If you so clear shingles instead of extra X. A. X., the bill would be worth \$3.00 more.

We have given you a very low figure 75 and trust you will send us an order for the lot. Yours truly,

(88)

-184--

Gentlemen:

We have your favor of the 26th inst. We could not use any of the stock offered. If you have any air-dried or kiln-dried boards 1", 1½", 1½", thick, random widths and lengths, we shall be glad to have you name us of a price f. o. b. cars Richmond, telling us what quantity you have to offer and about how the boards run as to thickness. We are in the market for five or six cars of such material.

—185— (89)

Dear Sir:

We are in receipt of your esteemed inquiry of the 7th inst. in regard to church sash. Your inquiry states sizes of the 25 windows wanted but does not say how the sash is to be glazed. Under separate cover we send you our catalog, on page 10505 of which you will find cuts of Gothic-top windows, showing the different styles of arranging glass. Kindly send us a rough sketch, or 75 refer to the cuts by number, so that we may know which styles you prefer. Also let us know whether or not sash is to be 100 glazed with colored glass.

On hearing from you we shall take pleasure in furnishing you our very best net figures.

Yours respectfully,

—186— (122)

Dear Sir:

We note your favor of the 2d inst. in regard to our estimate on mantels. In reply we would say that it is 25 practically impossible for us to figure satisfactorily on the material for mantels. Many of the items are so small that they are worked out by 50 hand, or on the shaper, and fitted in position. There is no detail drawing showing the style of molding, so that it will be necessary 5 for us to make working drawings from the 3/4" scale detail, and use such moldings as will produce the effect shown in the small 100 drawing. You will see by this that it is almost impossible for us to make a satisfactory estimate on getting out the material for these 125 mantels.

In regard to the closets, we figured over this matter carefully and find that \$132 is the very best price at 150 which we can furnish them in satisfactory shape. You suggest leaving the backs off of two of the larger cases. This would make practically no 175 difference. It would mean leaving off about 200 feet of 1/2" ceiling, which you will see at once would cut a very 200 small figure.

We thank you for your promptness in returning drawings inclosed in your estimate by mistake. Yours respectfully,

(219)

-187-

Gentlemen:

We acknowledge receipt of your letter of the 3d ordering two cars of lumber.

We have entered your order for one car-load of beveled²⁵ siding from 1½" stock, Common (X) grade, and will ship it as soon as we can get an empty box car to our⁵⁰ yard and loaded.

The entire lot of the 11/8" Common flooring has been sold, your letter reaching us too late. Some of it 75 goes to your town to other firms, and the remainder to a large cotton mill in upper South Carolina. We still have on hand the 100 following:

1 car-load Common siding, beveled resawed, from 11/4" stock.
2 cars from 1" stock.

We will offer this material to you at 125 the prices named you in our last letter, subject to prior sale. If you want it, you may wire us at our expense; and we 150 advise you to do so at once, for there are others after it, and if they order before you, they will be entitled to it. 175

All the above-mentioned stuff has been in our sheds for some time and is thoroughly dry, and the only reason we have for offering 200 it at reduced prices is that we want to use the storage place for other purposes. After this lot is sold, no more can be 226 had at the same price, for lumber is going to advance rapidly in a short time. We are full of orders and are now about 250 two weeks behind in our regular business. Owing to these facts, we are very sorry that we could not give you an option on any 275 of the stuff.

Respectfully,

(279)

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GRAIN AND COMMISSION

-188-

Dear Sir:

Replying to yours of the 30th ult., will say that we have no knowledge of rye being shipped into this region. We²⁵ find there is some wheat coming in from distant parts of the country, but very little.

We infer from your letter that you did not 50 send us samples referred to in your previous correspondence. We are in immediate need of these samples, and should appreciate your sending them at once. 75

Our business is now established on what I think to be a most substantial basis, and I feel that our business relations will continue profitable to us both.

Yours truly,

(105)

-189-

Dear Sir:

We have yours of the 19th inst. and fully note contents. The very light crop of wheat, which amounted almost to a²⁵ failure, prevents our offering any wheat at present, as most of our fall production has been consumed by our home trade, and it is likely⁵⁰ that we shall be obliged to order shipments from other sections, to supply the local demand.

We are in no position to make you a⁷⁵ proposition relative to the matter referred to in your letter, but expect to be able to communicate with you intelligently on the subject in a¹⁰⁰ few days.

Thanking you, we remain,

Yours truly.

(108)

-190-

Dear Sir:

During the past two years we have sent you several reminders, of different kinds, of your indebtedness to us of \$28.90, 25 but have not received a satisfactory reply.

While we do not wish to do anything disagreeable to you, if you do not let us 50 hear from you soon, with remittance, we shall have to place the claim in the hands of our attorneys.

Yours truly.

(71)

-191-

Gentlemen:

We have your valued favor of the 14th inst., in which you say shipment car No. 1569 was not full²⁵ weight. We are very sorry, and shall credit your account with the amount of shortage you claim. We are always ready to rectify any error⁵⁰ for which we are responsible.

Yours truly,

(57)

-192-

Gentlemen:

We carefully note contents of yours received this morning, and are sorry we are unable to give you the information you ask. If you²⁵ will send us samples of the grain in its average condition, we will do what we can for you.

There is no new corn on 50 the market yet, and we do not expect much on this crop, as it is not as abundant as we had expected. The expense of 75 irrigation last year in this section and the almost total failure of crops somewhat cripples the agriculturists, and I think there was not sufficient irrigating 100 done this season to produce a good yield.

Yours truly,

-193--

Dear Sir:

As we have not heard from you for some time, and as "No news is good news," we infer that you are having 25 a good business. However, it would be gratifying to us to hear from you regularly as to what you are doing and to know what 50 the prospects are for introducing our new brand of flour in the midst of the competition there.

Yours truly,

(69)

-194-

Gentlemen:

Under separate cover we mail you one of our daily newspapers, containing account of the agricultural conditions here, which we believe will give you²⁵ a more accurate account, from which you can form a more definite idea of affairs than we could give you by letter.

Yours truly,

(49)

—195—

Dear Sir:

In reply to yours of the 16th inst., we enclose check for \$17.25 to cover overcharge on last²⁵ shipment of flour.

Trusting this will be satisfactory, we remain, Yours truly,

--196---

Dear Sir:

Yours of the 20th at hand, and in reply advise you that we have shipped, via B. & O., 400^{25} sacks of ground wheat and 200 sacks of flour, at prices formerly quoted you; terms in accordance with your request— 60 days. 50 Yours truly,

(52)

-197-

Dear Sir:

In response to yours of the 18th inst., we return herewith all papers in the matter, and would say that we can²⁵ not accede to your proposed settlement of the claim. It is clear to us that the error occurred while the goods were in the hands⁵⁰ of the Chicago Transfer Co., and we have offered you what we consider conclusive evidence of that fact.

It is useless to discuss the possibility of short weights, as it is not possible that a great error could occur regularly on cars that are transferred and not on those not transferred. This, in itself, is sufficient evidence to satisfy a fair mind that the Transfer Co. is responsible for the error.

Your representative makes especial mention¹²⁵ of the fact that no leakage was reported at destination. As the goods were sold at destination weights, the buyer was not concerned, and unless¹⁵⁰ conditions were such as to render the goods entirely unacceptable, he would not be likely to complain.

When one considers the distance between the shipping¹⁷⁵ point and the destination of these goods, he can readily understand how a quantity of grain might leak out without there being any notice taken²⁰⁰ of it by the trainmen, and you would, therefore, have received no report of leakage. So you see the car might have been reported O.²²⁵ K. on arrival at destination, and still there be a shortage.

A payment of the claim is the only way to settle this matter to 250 our satisfaction, and we believe you will see the advantage of adjusting the matter promptly. We are certainly not disposed to do business with a 275 line which shows no disposition to protect our rights, nor can we afford these heavy losses occasioned by shortage.

Yours truly,

(296)

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RAILROAD

Claim Department

-198-

Dear Sir:

This shipment was completed and transferred at Malden, and we have been unable to locate the shipment being reported over at any point²⁵ on this line. If the shipment is still short at destination, we will divide the claim equally with your road on basis of the Galveston⁵⁰ agreement, and you can charge us fifty per cent. or \$1.22 in the usual manner.

Yours truly,

-199-

Dear Sir:

This shipment was in a wreck at Des Moines, Nov. 21, 1899, and the wreck papers showed that it checked²⁵ O. K. at Des Moines, and the missing case of boots and shoes must have been lost south of that point.

Please look into the matter⁵⁰ carefully, advise me if you can locate the shortage, and, if not, advise as to allotment of the claim.

Yours truly.

(71)

(69)

-200-

Dear Sir:

The attached claim is for loss of shoes. The cases were checked in a broken condition on arrival at Kansas City. This is²⁵ covered by our Robbery Report No. 335, about which we wrote you on March 14th and 23d, 1904.⁵⁰

Will you please have the matter thoroughly looked into, and let me have advice as to what we can say to our connections for your account?

Yours truly,

(78)

-201-

Dear Sir:

Returning all papers in claim, I beg to state that these cars arrived at Birdspoint under the initial seals and were transferred at 25 that point to other cars. The transfer was made without any exception being noted as to bad order, and the lumber was placed from the 50 original cars into the others without any loss.

It is very evident that the damage, if any, occurred from rough handling after the property left⁷⁵ our possession, and we can not demand any liability.

Claim is respectfully declined.

Yours truly.

(90)

--202--

Dear Sir:

The attached claim is for loss and damage to live stock in transit from San Marcos, Tex., to the National Stock Yards. The25 record south of Sherman is shown, and there was apparently no delay south.

Will you please show handling near to that point, and advise what⁵⁰ I can say to our connections regarding the settlement? We

are being strongly pressed by connecting lines to hurry this claim. I will thank you⁷⁵ to see that no delay occurs while the papers

Yours very truly,

(91)

--203---

Dear Sir:

are in our hands.

We beg to state that we can not consent to authorize for any amount or reduce our bill against your line. You will²⁵ understand that the Cotton Belt has nothing to do with the property, and we have obtained authority for you for the amount necessary to reduce50 your bill, and you should audit our voucher without any further delay.

We should be glad to comply with your request, if in our power,75 but as the St. L. S. W. Ry. Co. of Texas has no connection with us at the present time, you will understand that we100 are powerless to do so. Yours truly.

(107)

-204-

Dear Sir:

I enclose you papers in the Jones-Smith Lumber Co. claim No. 541, for \$13.22, loss and damage²⁵ to lumber in transit from Cairo, Ill., to Denver, Colo. These cars were delivered by us to our connections at St. Louis with the initial seals 50 intact, and you will note on correspondence that the claim has been returned to us, advising that there was no opportunity for any loss or 75 damage between that point and destination.

Will you please take this matter up with the claimants, get the claim withdrawn and return the papers to 100 this office for file?

Yours truly,

(106)

-- 205---

Dear Sir:

I return herewith your bill No. 1673, charging the St. L. S. W. Ry. Co. with \$3.47, account of 25 our claim No. 6496. When this authority was given to the I. C. by our freight claim agent, under date of May 15,50 1905, all papers were attached, and it was expected, when the bill was made against this company, that the necessary papers would 75 accompany the bill. The voucher can not be passed unless we have these documents, and the bill is, therefore, returned to you, asking that the same 100 be attached and returned to me, when it will be promptly considered. Yours truly,

-206-

Dear Sir:

I enclose you some papers in a claim presented against Texas connections for loss and damage to lumber amounting to \$7.85.25 The matter is explained in my letter of April 20, 1904, to Mr. Buchanan, Kansas City, and in his letter dated Texarkana, May 4, 1906, he asks that the papers be referred to him in order that he may take it up with the original shipper.

Will you please have some one call upon the gentleman, show him the papers, and let us know what action he is 100 willing to take to relieve us from the further trouble which is expected by southern friends?

Yours truly,

(118)

-207-

Dear Sir:

I should like to have some further information concerning this claim referred to in yours of recent date. It appears from this bill²⁵ that the claimants charge us with the loss of five cases of baking powder and also for repacking and labeling damaged goods, making a total⁵⁰ of \$31.83. It appears from the papers that the shipment was originally billed, "Eight cases to follow," and four cases were afterwards⁷⁵ billed Little Rock on Galveston W/B. C. 5, July 12, 1906.

Please get such information from the claimants as will¹⁰⁰ show exactly how this claim is made up, and return the papers to me with full advice, when I shall probably be in a position¹²⁵ to authorize settlement.

Yours truly,

(130)

- Midagray (214) by glasity of English 642 J- 18 4 17 -

Traffic Department

--208---

Dear Sir:

Referring to our recent correspondence, relative to rate on empty barrels, car-loads from Paducah, Ky., to Indianapolis, Ind., beg to advise that²⁵ we can make rate of 13½c per 100 lbs., and hope, if you locate the barrel factory at Paducah,⁵⁰ we may be favored with this business.

Yours truly,

(59)

-209-

Dear Sir:

With reference to the attached regarding two bales cotton, I beg to advise that, according to our records, we are short sailing advice²⁵ from the seaboard covering the two bales in question. It might be well to have shippers put in claim for same, as I believe this⁵⁰ will be the best way to get correct action. Yours truly,

-210-

Dear Sir:

I return herewith papers in above claim. As the person making the claim is in Boston, and as the service claim has not²⁵ yet been settled, can you not let this claim stand as originally presented, deducting the 77c from the service claim in sending it⁵⁰ to this office? This will save considerable time, and will probably accomplish the same results. Please advise. Yours truly,

-211-

Dear Sir:

Please note copy of my letter to Mr. Graham relative to shipment account of Purina Mills. I hope you will also get after²⁵ your people and secure better service between New York and Boston. I attach statement of billing for car which left St. Louis Sunday. Please let⁵⁰ me know when this car arrives, and also kindly see that good service is rendered, obliging, Yours truly, (68)

__212__

Dear Sir:

I am dropping you this letter to ascertain if there is any prospect of your doing something for us on the east-bound²⁵ business. Some one was telling me you were doing something with the Standard Oil Co., and I hope that such is the case and that⁵⁰ you can see your way clear to favor us with this traffic.

Hoping I may hear from you, I am, Yours truly,

(72)

--213---

Dear Sir:

When I met you in St. Louis some time ago, you had an idea you might do some business in New York. I²⁵ have been expecting to hear from you in regard to this matter, and, if anything develops, I hope you will not forget us in regard⁵⁰ to your freight shipments. I should like to be favored with some of this business, and should be pleased to hear from you on the⁷⁵ subject.

Yours truly,

(78)

-214-

Dear Sir:

Enclosed find statement of billing for six cars round cotton going to Liverpool for steamer sailing from Boston, July 28th. We have²⁵ asked the Clover Leaf to allow these cars to run through without transfer, as otherwise I am afraid we may not be able to catch⁵⁰ the vessel.

Will you kindly follow this matter up in the usual way, so that we may get the cotton to Boston in time for ⁷⁵ the sailing required, and oblige,

Yours truly,

(82)

-215--

Dear Sir:

From East St. Louis, July 8th, W/B. 220, car No. 3701, T. K. C., loaded with dry plates²⁵ for the Games Dry Plate Co., New York City, you will remember the last car did not make satisfactory time, on account of its moving⁵⁰ on slow train from Buffalo.

Will you kindly have such good service both on Clover Leaf and D. L. & W.? Clover Leaf has agreed to run car through without transfer, and I hope we shall make special good service on this shipment.

Yours truly,

(95)

--216---

Dear Sir:

In regard to the old rails, which are controlled by Mr. A. L. Brown, and about which we had some correspondence, I have²⁵ been expecting Mr. Brown would return by way of Louisville, but so far have seen nothing of him. In case he has reached Scranton, will⁵⁰ you kindly look him up and ascertain if there is anything new in regard to this matter?

I am anxious to close shipment for the 75 business, and hope we will not fall down on the shipments. If anything new develops, will you be kind enough to let me know, and 100 oblige, Yours truly,

-217 --

Dear Sir:

I have just received another reply from one of our western representatives, who states that he can make a rate through to Liverpool,25 England. According to our figures, the rate would be from East St. Louis to Manchester, via Liverpool, on the walnut squares 63c per⁵⁰ 100 lbs., and on stocks 68½c per 100 lbs. These figures are based on rather high ocean⁷⁵ rates, and we can generally do much better. At the same time, they might serve your purpose in making an estimate as to the freight 100 rate through.

In case I can learn anything further, which I hope to do, will advise you later. I think a better rate can be125 obtained via York, but the steamers wish to know how many cars there will be and how long a time it will take to fill150 the contract—in other words, how many cars per month. If you can give me any further information, I will appreciate it. Yours truly.

(174)

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R. R. FREIGHT

-218-

Mr. C. H. SMITH, C. A. Atlanta, Ga.

Dear Sir:

Please secure routing order to cover car-load of rattan furniture to be shipped by the²⁵ American Rattan Co. to J. S. Brown & Bros., Columbus, Ga.

Yours respectfully,

—219—

Dear Sir:

Kindly furnish us, early as possible, copy of transfer to cover car 9695 P. C., fruit jars consigned to the²⁵ Brown Mer. Co, Lawrence, Kan., covered by your W/B. F-1 July 6th.

Yours respectfully, —220—

Dear Sir:

Referring to your letter of the 13th inst., relative to a shipment of wash boards ordered by W. D. Brown & Co., ²⁵ your city, from the American Wash Board Co., we find that the latter firm is located at Cleveland, Ohio, and have requested Mr. C. C. ⁵⁰ McCarty, in whose territory Cleveland is located, to look after it and advise you.

Yours respectfully, (66)

-221-

Dear Sir:

Referring to your letter of the 11th inst., routing order signed by Goldstein, Mabry & Co., your city, has been placed with 25 the Dozier Bakery and they promise to respect it. Yours respectfully, (36)

Dear Sir:

Please furnish us as soon as possible with a reply to our letter of July 13th regarding a shipment of dry goods consigned²⁵ to the J. O. Lewis Mer. Co., this city, delivered to you by Southern Ry. Your number 1521, March 18th.

Yours⁵⁰ respectfully,

—223—

Dear Sir:

Will you kindly furnish transportation St. Louis to Denver, Colo., and return in favor of Mr. John Brown and son, account of the Brown & Smith Rope Co. Yours respectfully,

-224-

Dear Sir:

Herewith letter from A. G. F. A. Boothe regarding a car-load of wash boards to be shipped by the American Wash Board Co.²⁵ to W. D. Cleveland & Co., Houston, Tex. We understand that the shippers are located in Cleveland, Ohio. Please look after the business, advising Mr. 50 Boothe direct. Yours respectfully,

-225-

Dear Sir:

Kindly furnish us with copy of transfer covering a shipment of caustic soda referred to in attached. Advise as to routing.

Yours respectfully,25

(25)

-226-

Dear Sir:

This is to advise you that effective July 22d rate on hides in carload lots St. Louis to Atlanta, Ga., will be25 as follows:

Green salted, 40c per 100 lbs., minimum 24,000 lbs.

Dry hides tied in bundles or bales, 50 56c per 100 lbs., any quantity. Yours respectfully, (61)

-227-

Dear Sir:

Herewith please find copy of billing covering one car-load of ranges shipped from Memphis, Tenn., to M. Seller & Co., Portland, Ore., via²⁵ I. M. care of the Burlington and N. P.

This for your information. Yours respectfully, __228__

(40)

Dear Sir:

Returning herewith papers in claim No. 32 for overcharge amounting to \$3.00 on a car-load of pressed brick shipped from Howards²⁵ to Little Rock, Ark.

Would ask that you withdraw claim. Yours respectfully.

(37)

--229--

Dear Sir:

Returning herewith expense bill for \$4.70 switching charges assessed on car 19118 M. P. You will note25 that same consisted of castings from the Missouri Malleable Iron Co. consigned to you. which Mr. Harte advises is now at the 21st St. 50 Station readv for delivery. Yours respectfully, (56)

-230-

Dear Sir:

Referring to your letter of June 29th, beg to advise that Mr. J. G. Hamilton called here on Saturday the 14th inst. 25 after office hours. He left a memorandum stating that he would call the following day, which was Sunday, and requested that we secure for him 50 a half rate to Wichita, Kan. As you are aware, these offices are not open on Sunday, consequently we did not meet Mr. Hamilton.

Yours 75 respectfully,

(76)

-231-

Dear Sir:

Referring to your letter of the 13th relative to car of furniture consigned to Long Bros., Shreveport, La., would state that we²⁵ have instructed our local office to reimburse you for the loss on this shipment. Will also take the matter up with M. P. people regarding⁵⁰ the omission of routing. Yours respectfully,

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(236) le se la company de la c

GENERAL MERCHANDISE

-232-

Dear Sir:

Will you kindly oblige me (confidentially) with information in regard to Messrs. W. J. Hollett & Co., of your city? Do they stand²⁵ "fair," and would you consider it safe to sell to them at four months?

Yours truly.

—233— (41)

Dear Sir:

Your favor of the 3d inst. received and noted. We regret that we are unable to give you any satisfactory information relative²⁵ to the persons you inquire about. Our opinion of them is not favorable.

Yours very truly,

(40)

-234-

Dear Sir:

Yours of the 11th inst. is at hand; in reply will say that the house you inquire about is in good standing, 25 and we should not refuse them a reasonable credit. We do not know, however, the extent of their responsibility.

Yours very truly,

-235- (47)

Dear Sir:

Replying to your favor of the 12th inst., we would say that the firm of Taylor & Barton is in first-rate²⁵ standing, and, in our opinion, will assume no indebtedness for which they are not responsible.

We have entire confidence in their integrity and solvency.

Yours⁵⁰ truly, (51)

-236-

Gentlemen:

I am in receipt of your favor of the 6th inst. inquiring as to the financial standing of Mr. J. H. Wallace. As far²⁵ as I can learn and from my personal acquaintance with him, he is prompt in meeting his obligations, and is of sound financial standing. I⁵⁰ think you could safely give him unlimited credit.

Trusting that any business relations which you may have with him will be profitable, I am,

Very⁷⁵ truly yours,

(77)

-237-

Gentlemen:

We are in receipt of your favor of the 21st inst. You are mistaken in regard to the terms on which the material 25 invoiced April 26th was sold you.

Unless special arrangements are made to the contrary, our terms are invariably cash, thirty days. If you desire, 50 we can allow ninety days; but this will necessitate either a change in our prices or the adding of interest after thirty days, at the 75 rate of six per cent. per annum.

Kindly indicate your wishes, and oblige, Yours very truly,

-238-

Gentlemen:

Having learned that the proprietor of the principal grocery establishment of your city is about to retire from business, I write to inquire what²⁵ prospects a man would have in opening a first-class grocery there, and if there be desirable store room for that purpose.

I am auxious⁵⁰ to learn as to the advantages or disadvantages, as the case may be, and should appreciate any information you may be pleased to give me⁷⁵ on the subject, which you think would be of interest to me.

Trusting you may find it convenient to let me hear from you soon, 100 and thanking you in advance, I am, Yours very truly,

(110)

-239 ---

Gentlemen:

We have your favor of the 5th inst., and note contents. Your representative called upon us yesterday, and finding the prices made by him²⁵ satisfactory, arrangements were made with him to have you open an account with me.

Herein enclosed order, which please execute and dispatch via A. T.⁵⁰ & S. A., at your earliest convenience.

Business in this section is a little quiet at this time, but with the approach of spring matters⁷⁵ will improve, when we hope not only to send orders more frequently but larger ones.

You are doubtless aware that partial failure of crops the past¹⁰⁰ season has caused the depression; but with such flattering prospects as we now have, we see no reason why our business should not pick up.¹²⁵

Trusting to receive prompt attention at your hands, we remain, Yours truly,

(137)

-240-

Dear Sir:

On the 30th ult. I mailed you an order requesting you to execute the same and dispatch it not later than the 4th²⁵ inst. The 12th of this month has now arrived, but the goods have not come to hand, neither have I received any tidings of⁵⁰ them. This delay has caused me great inconvenience, and has compelled me to break my faith with some of my best customers.

If you found⁷⁵ it impossible to execute the order promptly, why did you not advise me to that effect, that I might have made other arrangements?

I now¹⁰⁰ write most positively to say that unless the goods are delivered not later than the 20th inst., I can not receive them, as after that¹²⁵ date I could not use them.

Trusting that you will use every effort to prevent further disappointment and delay, I am,

Respectfully,

-241-

Gentlemen:

I regret exceedingly the non-delivery of your esteemed order, and the inconvenience and disappointment occasioned you thereby. I can assure you, however, that²⁵ we are in no way responsible for the delay; but that, on the contrary, we have used every effort to secure the prompt execution and⁵⁰ dispatch of the order.

It happens, unfortunately for us, that just at the present time the manufacturers are overwhelmed with business, and in a junction⁷⁵ such as this, there is no help for it but to wait patiently the execution of due course of orders sent.

I hope, however, to 100 prevail upon the manufacturers in this particular instance to make a little extra exertion, and we have written them this evening a most urgent letter 125 and feel most certain that if our request can be complied with, it will most certainly be done. As soon as I receive, I shall 150 write or telegraph you such positive information as may prevent further disappointment.

I must apologize for not having written you previously, but the truth is¹⁷⁵ we ourselves were expecting every day to hear some tidings of the order which we might send you.

Regretting the trouble and annoyance to which²⁰⁰ you have been put, I am,

Yours truly,

(208)

-242-

Gentlemen:

Thanking you for your order dated July 5th just received, beg to say as the Moffit-West Drug Co., of this city, do not²⁵ buy our

goods from us, except occasionally as they receive the order for a quantity lot of our goods from some of our customers, we do⁵⁰ not turn over any orders to them, as we take pleasure in doing for all jobbers who purchase our goods from us.

Then again, as⁷⁵ that company buys our goods of other parties, they are liable to get old and spoiled goods, which they would be as tiable to give¹⁰⁰ you as new and fresh goods, as they can not know the difference when they do not buy the goods from first hands. For this 125 reason, also, we do not think it to your interest nor the interest of your customers that the goods should be shipped through them, and 150 especially so as the terms on our order are so liberal that you can be accommodated either by cash or by sixty days or 175 by four months' acceptance when we ship the goods direct. We therefore beg to advise that for reasons above given, we have entered your200 order for direct shipment and have credited you the amount required to stamp your stock of our goods on hand as reported in your letter²²⁵ of July 5th, all of which we trust will be satisfactory. Awaiting your commands, we beg to re-Yours very truly, main,

—243—

P. S. Since writing above letter we have discovered that you say you desire Premium No. 9, which consists of three dozen Small Dry Liver Medicine²⁵ and any one of five pieces of silver ware as indicated on our premium offer. Now, if you will kindly advise us whether you wish⁵⁰ a sugar bowl, cream pitcher, spoon holder, butter dish, or syrup stand we will send the premium immediately.

We herewith enclose you our premium offer 75 list same as one

previously sent you.

Trusting that we may have the pleasure of an early reply, I remain,

Yours most sincerely,

(98)

-244--

Dear Sir:

We have your letter of the 20th, enclosing draft for \$11.66 which, together with discount, we have placed²⁵ to your credit in payment of bill dated June 9th. Please accept our thanks.

Our bill clerk omitted to deduct the freight allowance, which is twenty-four cents per hundred pounds, and in this instance amounts to just twenty-four cents.

We have placed this amount to your credit, which 75 we trust will be satisfactory.

Yours truly,

(82)

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COLLECTION

-245-

Dear Sir:

We are in receipt of your letter of September 30th, enclosing check and notes as stated. We find, however, that you appear²⁵ to have made a mistake. You sent us a note at four months from September 30th for \$2,309.01, to 50 renew a note maturing in September, but we have no such note as this. You gave us a note for that amount, maturing July 1757th, and that has already been renewed and now matures November 17th. That being the case, it has occurred to us that you could100 perhaps arrange to pay the amount of \$478.62, maturing October 18th, earlier than December, when it would mature, if we125 should accept the four months' note, which you send us. Can you not send us a note at two months for this amount, instead of 150 one at four months? We will hold the matter in suspense until we hear from you further. Enclosed we return the note for \$2,317509.01, at four months from September 30th, sent us by mistake, and awaiting your early reply, we remain,

Yours respectfully,

(199)

-246-

Dear Sir:

Mr. Brown handed me your letter to him of September 3d, in regard to Colonel Wiley's notes. I hope it will not be²⁵ long before Colonel Wiley is in a position to pay the interest on his notes, at least; but, as you say, we can at present⁵⁰ do nothing better than await developments. You must keep the notes at Chicago for the present, and please let me know, and greatly oblige,

Yours 75 respectfully,

(76)

-247-

Dear Sir:

We made a draft on you yesterday for \$200, renewal, as we presumed, on yours for \$366.4258 due to-day. On going to the bank to-day, we discovered that the paper was not yours, but of another firm. The error occurred in 50 reading names from our bill book. However, as draft has gone forward, perhaps you will be good enough to pay it and draw on us 75 for the amount owing, and, of course, bank charges. We regret the mistake and trust you will accept our explanation.

Yours truly,

(97)

-248-

Dear Sir:

We are in receipt of your letter of October 10th and note what you say about the balance due us on account.²⁵ The writer has gone over the matter carefully, and can not see any reason why you should decline to pay this balance. Our view of the⁵⁰ matter was very fully stated in ou. Mr. Brown's letter to you April 22d. We enclose copy of it herewith, judging you may have⁷⁵ forgotten about it. We can assure you we do not want anything but what is right, and we do not suppose you want us to¹⁰⁰ agree to anything that you are not justly entitled to. So long a time has elapsed, however, that we think it possible that you may¹²⁵ have forgotten the circumstance. We think a reconsideration of the matter, in view of what Mr. Brown wrote you on April 22d, will convince¹⁵⁰ you that you ought to pay this account. We shall be pleased to hear from you further on the subject, and awaiting your reply,¹⁷⁵ we remain,

-249-

Yours respectfully,

(179)

Dear Sir:

We duly received your letter of June 13th, and we must say that we are surprised and disappointed to receive such a²⁵ letter from you under the circumstances. You have only just commenced doing business with us and have made no arrangements whatever with us for credits⁵⁰ and yet after your bills have run about four months, you not only are not prepared to meet them, but ask us for an indefinite 75 extension. If you had been dealing with us a long time and had been paying your bills promptly we might feel that you had some100 grounds for asking us for such accommodation, but this is not the case and we can not favorably consider your request. If you will remit on125 the 23d for the amount of your February bills, \$63.40 with interest at seven per cent. after sixty days, and will send150 us a thirty-day note for your March bills, also including interest, we will accept such a settlement. If we do not hear from you¹⁷⁵ with a remittance on the 23d, we shall feel compelled to take measures to enforce the collection of the whole amount due us. We200 trust it will not be necessary for us to take such a step, which we should very much regret being obliged to, and awaiting your225 reply, we remain, Yours truly, (230)

-250-

Dear Sir:

Enclosed please find itemized statement of costs in the case of Mary Brown against this company, amounting to \$304.35.25 Also

statement of the costs in each of the seven cases which have been entered "settled and the damages paid." The entire bill aggregates \$45°40.76. Please make voucher for same, as per enclosed memorandum bill, in favor of Levi E. Meacham, Clerk of the Court of Common Pleas, Cincinnati, Ohio.

Yours truly,

-251--

(81)

Dear Sir:

You left with us this morning a note of the Excelsior Fertilizer Co., for which you wish us to give you credit on 25 account. On looking up this concern in the mercantile agencies, we find that one of the agencies gives them a very low credit rating. Will 50 you kindly inform us how long this company has been dealing with you, and whether your dealings with them have been satisfactory? Please state on 75 what time you have sold them, and whether they have heretofore paid their bills promptly. Awaiting your reply, we remain,

-252-

(97)

Dear Sir:

We are in receipt of your letter of September 11th, enclosing your notes and draft, as stated, to take up your note²⁵ for \$5,117.75, dated June 16th and due September 15th, after date. The settlement is entirely satisfactory to us,⁵⁰ and enclosed we return the old note. We fully appreciate the business-like manner in which you have arranged for this extension. We remain, Yours⁷⁵ very respectfully.

-253-

Dear Sir:

On the 25th day of February, 19—, in the suit of Walker & Sons against you for the foreclosure of a²⁵ mechanic's lien, we filed for Walker & Sons an answer and cross petition, setting up the mechanic's lien held by them for \$207.⁵⁰11. This case is assigned for trial. We do not care to put you to any unnecessary expense in the matter, and if you⁷⁵ will come into our office at once and arrange for the payment of this claim, it will save costs, etc. Yours truly,

-254-

Dear Sir:

On July 25th you wrote us proposing to give us your four months' note to close our account, and we wrote you²⁶ in reply agreeing to accept such note. Since then we have heard nothing further from you in regard to the matter. It has occurred to⁵⁰ us that possibly matters were now in such shape with you that you would not find it necessary to settle by giving a note, but⁷⁵ that you

could pay at least a part of the account in cash. If you can make us a cash payment, we would like if 100 possible to have it before the end of the month, as we have large payments to meet at that time and any funds you can 125 send us would be of assistance to us. We shall be pleased to hear from you in regard to this, and remain,

Yours respectfully,

(149)

-255-

Dear Sir:

We are in receipt of your two letters of September 9th and note contents. We are obliged to you for your expression of appreciation of 25 the accommodations we have been able to grant you. We have done all we could to assist our customers in the recent stringency 50 and we do not think any of them have had occasion to complain of the manner in which they have been treated by us.

We⁷⁵ have had to carry nearly everybody who owed us, and it has been a matter of considerable difficulty, at times, to do so. We feel,¹⁰⁰ however, that the worst of the trouble is now over, and we are encouraged to think that a substantial improvement in business has commenced and¹²⁵ will continue. Before giving you credit for the note of the Wilson Carriage Co. we would like to ask what your experience has been with¹⁵⁰ this concern. We understand that they are the successors of the Seefield Carriage Co., who made a bad failure. Please inform us how long the¹⁷⁵ concern has been dealing with you, and whether you have generally found them prompt in the settlement of their bills. Yours respectfully,

-263-

Dear Sir:

We have your acceptance for \$250 due sixty days from November 6th to renew part of your note due November²⁵ 4th. We have also your check for \$47.06, receipted statement for which we enclose herewith. The note of the Standard Wagon Co.⁵⁰ for \$82.00 due November 25th, which you sent us some time ago, will not be paid when due, owing to the failure⁷⁵ of the Standard Wagon Co. We do not consider it worth while to go to the expense of protesting the note, if you will waive¹⁰⁰ protest on it. We therefore send the note to you with a form of waiver on the back, which you will please sign. Return this¹²⁵ note at your earliest convenience, and greatly oblige,

-264-

Gentlemen:

We have your favor of the 26th in regard to the renewal of one-half of your note for \$500,25 for ninety days. We wrote you yester-day that the old note had been returned to us, so instead of our remitting to you, we⁵⁰ will ask you to send us your ninety-day note for \$250 and a draft for the balance, with interest for ⁷⁵ the additional time. Trusting this will be satisfactory, we are,

Yours respectfully,

(87)

-265-

Dear Sir:

I beg to inform you that I am authorized by Mr. J. C. Rose to collect and receive money due him, while he²⁵ is absent in Bermuda. I see that on the first of April the month's interest at 5½ per cent. upon the \$1⁵⁰6,000 loan will be due, amounting to the sum of \$420. I shall be in my office, Room 1⁷⁵6, Temple Building, each morning next week and shall be pleased to receive a call from you, or, if more convenient, to receive your check¹⁰⁰ by mail.

Yours truly,

(104)

-266-

Dear Sir:

We are in receipt of your letter of July 22d and note what you say about your correspondence with Messrs. Moore & 25 Co. of Philadelphia. Moore & Co. owe our Kansas City works an old bill. The Kansas City office has tried in various ways to collect this account but has been unable to do so. If you place an order with this firm, you may be able to get this claim 5 settled by letting them work it out in the way they suggest. I would advise your corresponding with the Kansas City office in regard to 100 this, and getting from them a statement of their claim against Moore & Co., so that you will better understand how to proceed.

Yours respectfully,

(125)

-267-

Dear Sir:

Mr. Brown has requested us to defer proceedings on this mortgage, as he has made arrangements to take it up. He asks to²⁵ have the discharge prepared and executed. We accordingly enclose you a discharge, which please have a member of your firm sign in the firm's name,⁵⁰ in the presence of a witness who will go before a notary and make the affidavit of execution endorsed. Kindly see that the witness affixes⁷⁵ his initials where marked, and also that the notary initials corrections and affixes his official seal to the affidavit. On completing the discharge kindly return¹⁰⁰ to us and we will have the matter closed up.

Yours truly,

(112)

-268-

Gentlemen:

One of our customers has asked us to take from him a note of the Excelsior Fertilizer Co., Minneapolis, Minn., for a small amount.²⁵ Can you find out anything about the credit and financial responsibility of this company from any of your correspondents at Minneapolis? The reason I make⁵⁰ this request is that I find while Dun gives the company a high credit rating, Bradstreet gives them the very lowest. There must be something⁷⁵ about their manner of doing business which has caused Bradstreet to give them this low rating, and I would like, if possible, to find out¹⁰⁰ what it is.

Yours respectfully,

(105)

-269-

Dear Sir:

When I saw you last, I understood that you anticipated your collections in the month of September, which would probably enable you to²⁵ make a substantial payment to us on open account, besides paying the notes due this month. Are you now in a position to tell what⁵⁰ you will be able to do for us during September? We have payments to meet which will make it necessary for us to get in⁷⁵ a large amount of money within the next twenty days, and we are naturally anxious to learn, as early as possible, how much we may¹⁰⁰ reasonably expect to receive from you. If you are not yet in a position to tell definitely what you can do for us, you will¹²⁵ no doubt be so shortly. Awaiting your reply, we remain,

Yours respectfully,

(137)

-270-

Dear Sir:

We are in receipt of your letter of November 11th, with enclosures relating to the paper of the Bain Wagon and Carriage²⁵ Co. As we have already said, we feel that you are justified in taking the stand you do with the Bain people. You ought to⁵⁰ know, beyond all question, that the proposed increase of the capital stock has been made. We this morning received a letter from the Bain people,⁷⁵ in which they ask us to hold their note a few days pending the arrangement for increase of the capital stock. They have sent¹⁰⁰

a copy of this letter to you, so we suppose you understand about the matter. We have written them that we will recall the note, 125 and hold it here as requested. The appearances seem to indicate that they intend to carry out their agreement for the increase of their capital. 150 If anything further comes up about the matter, we will advise you.

Yours respectfully,

-271-

Dear Sir:

We have your note in regard to the settlement of our account. You are mistaken in thinking that our terms to you are 25 four months, as the terms on our books have been ninety days for a long time; however, we may have granted you extra time 60 in special cases. We can wait until December 20th for the payment of the present account, with interest added after to-day, in accordance with 60 our statement. Please accept the draft, making it payable at your bank, and return it to us, and oblige, Yours respectfully,

-272-

Dear Sir:

We notice that your account with Mr. Poole, amounting to \$100, still remains unsettled, nor have we heard from you²⁵ with reference to the matter. We would regret very much having to resort to public sale, but unless we hear from you within five days⁵⁰ we shall be obliged to dispose of it in this way, and in order to realize as fully as possible on the account, the sale⁷⁵ will be advertised by posters extensively throughout the city. We trust you will see the necessity of attending to the settlement of this account immediately¹⁰⁰ unless you are unconcerned whether it is sold at public auction or not. Any settlement made within five days will stop all further proceedings.

P. S.—Payment or arrangements must be made at the office of the parties to whom you are indebted.

(145)

-273-

Gentlemen:

Enclosed we return the letter addressed to you July 1st, by Burrows & Jerome, about our claim against the Detroit File Co. Under the²⁵ circumstances we are satisfied that nothing can be accomplished by suing the parties. If Burrows & Jerome can get the account settled by a short⁵⁰ note, you may authorize them to take such a note, of course including interest. If a note can not be

secured, the only course open is⁷⁵ to try to get the money out of them by dunning. You may instruct Messrs. Burrows & Jerome accordingly.

We remain,

Yours respectfully,

(98)

-274-

Dear Sir:

We have inquired several days, over the telephone, in regard to the note of the Wilson Wheel Company, due May 14th, amounting²⁵ to \$514.43, which we sent you for collection April 28th, but have been unable as yet to get any report.⁵⁰ The Wilson Wheel Co. now write us in reply to our inquiry, that they paid the note when it was due. They say that the⁷³ note bears the endorsement of the Fourth National Bank of Chicago; that bank has failed, and it may have some connection with the delay. Please¹⁰⁰ investigate this collection and let us know what has become of our money.

Yours truly,

(115)

-275-

Dear Sir:

You wrote to us August 30th authorizing our draft on you for \$3.25. You stated that you had a voucher²⁵ in our favor for that amount. We therefore drew on you September 2d, for \$3.25. We enclose the draft, which has been returned⁵⁰ to us, to show the result. You will see that it is endorsed "Returned and no voucher received." We can not make this statement tally with⁷⁵ your letter. We think there must have been some mistake in returning the draft. Please explain and greatly oblige. Can you not remit now for¹⁰⁰ the above account and not necessitate another draft?

Yours respectfully,

(110)

-276-

Dear Sir:

We again call attention to your indebtedness to Mr. Bolt, amounting to \$59.15. Your neglect to take advantage of the 25 leniency which has been extended to you leads to no other conclusion than that you are determined to evade the payment of this debt. Surely 50 you do not realize the position of a person to whom credit is refused by every retail merchant and professional firm in the city, else 75 you would not neglect the settlement of this account. It may be that circumstances have prevented your attending to this matter sooner; if such is 100 the case, we shall be glad to consider

the same, but if we fail to hear from you within five days, we shall certainly proceed¹²⁵ as previously intimated. Yours respectfully, P. S.—Please settle with the parties to whom you are indebted.

-277-

Dear Sir:

An account against you due Mr. Poole, amounting to \$100, has been placed with us for collection. We understand that25 the account is long past due and that you have made no reasonable effort to cancel the indebtedness. The account is now in the hands of an agency that enforces collections legally. You will therefore consult your own interests by attending to its settlement within five days; otherwise you will75 oblige us, however regretfully, to commence proceedings which will compel payment, including cost of action. Prompt attention will save trouble and expense.

Yours respectfully,

P.100 S.-Payment or arrangements must be made at the office of the party to whom you are indebted. -278-

(118)

Dear Sir:

For the last time we call attention to your account with Mr. Poole, amounting to \$100. In order that there25 may be no misunderstanding, we enclose you a slip clipped from our poster, containing a list of accounts for sale. After five days this list50 will be revised and the names of all persons who have paid or made satisfactory arrangements for payment will be omitted. If we do not75 hear from you within five days, we will offer the account for sale at public auction after it has been duly advertised by posters throughout100 the city. We shall regret to be obliged to dispose of your claim in this way, but we have made inquiries and have been reliably 125 informed that you are possessed of sufficient means to pay the account. It is therefore valuable, and will no doubt be bought at its face150 value or nearly that sum at public auction, which seems the only way left through which we can realize on it. It remains for you¹⁷⁵ to say whether this course shall be adopted five days hence. Yours respectfully. (188)

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EXPRESS

-256-

Dear Sir:

Mr. Crawford will send you extra baggage cars to Kansas City so that you can use them in a few days. The passenger²⁵ equipment is now handled by Mr. Crawford instead of the car accountant, as formerly.

Yours truly,

--257---

Dear Sir:

I would like to know where you find a minimum charge of 35c on bread. Your understanding of the matter is 25 entirely wrong, as you will note by the classification card which says, "Bread at pound rates, minimum charge 25c." With a merchandise rate 50 of 75c per hundred, we could carry a box weighing 35 lbs. for 25c. I wish you would please see 75 Mr. Carroll and advise him of the error on your part, and that in future this bread will be carried at a minimum of 21005c, and see if he will not instruct shippers to forward by express.

Return these papers to me when you have accomplished this.

Yours 125 truly.

(126)

Dear Sir:

I am advised that the office at Fort Custer will be closed June 1st, and I am sorry that I will not be25 able to be on the ground. I wish you would please close up our business, making all reports and remitting cash to balance, taking messengers 50 receipts on your outward book, and then you can bundle up all the old records, including money order stubs, and forward them to me with⁷⁵ any personal property of this company's now at Fort Custer. If you have on hand any freight undelivered, you can bill the same to Crow¹⁰⁰ Agency. Bill with present charges as advance charges, making freight deadhead. If the matter is prepaid, bill out deadhead, also noting on W/B, "Office125 at Fort Custer Closed." By making these W/B's before making up your reports, you will get credit for the advance charges, and, of course, 150 no balance will be necessary. Yours truly. (157)

-259-

Dear Sir:

The Railroad Company is complaining about the service on No 12. Mr. Marsland tells me that he receives no reports from the25 messengers who handle baggage on No. 12. Mr. Bignell advises me that the messengers on No. 12 refuse to put out the baggage⁵⁰ at Pacific Junction. I have instructed Mr. Kramer to run No. 12 until further advised. You understand that Mr. Kramer makes the run on 75 No. 19 and No. 20, and also looks after the night work at Pacific Junction, making the Kansas City trains and No. 1100 and No. 6. This is asking a man to put in a good many hours for the salary that we pay him, \$40.12500. I see no reason why the messengers on No. 12 can not handle the baggage on this run. There is not sufficient work to justify150 the expense of a night man at Pacific Junction, and still there is too much work for one man at Pacific Junction day and night, 175 or for one man to do the work and run No. 19, No. 20, No. 11 and No. 12. If the200 "Q" messengers will not attend to this baggage properly. I see nothing to do but to put on another man. Will you please advise, Yours225 truly. (226)

--260--

Dear Sir:

Replying to your inquiry of September 9th, regret to advise that there is no small money safe available that can be shipped to²⁵ Gainsville, Ark., for use in our station at that point. For the minor stations, we generally purchase No. 74 fire-proof safe, manufactured by Herring-⁵⁰Hall-Marvin Co., costing \$40.00 each, delivered at St. Louis, Mo.

Yours truly,

--261---

(65)

Dear Sir:

This is not the proper manner in which to handle a case like this. I want you to understand that we will not²⁵ permit any "roasting." If there is any reason why you should pay this expense, of course you should pay it. If there is any reason⁵⁰ why you should not pay it, you should explain the matter from your standpoint and not write such a letter as the next attached. You will⁷⁵ understand that you are not permitted to bill any matter deadhead, unless it is strictly company business, without the use of proper franks. However, you¹⁰⁰ will find in your instructions that you are allowed to bill money orders which are used in payment of goods shipped by express without making¹²⁵ any charge.

Please give me an explanation of the circumstances in connection with this case.

Yours truly.

-262-

Gentlemen:

We have your valued order through our Mr. T. C. Taylor for 100 sheets purple semi-typewriter carbon, 8x13, and²⁵ beg to advise you that same has been sent forward. Kindly accept our thanks for the order.

We beg to confirm the price our Mr. ⁵⁰ Taylor quoted you on Diamond Brand, non-filling ribbons, \$6.00 per dozen. He states that his reason for quoting you this extremely low price ⁷⁵ is that you are operating eight machines.

We hope to be favored with a large-sized order from you when again in the market, and 100 remain. Yours respectfully.

(103)

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LIFE INSURANCE

-279-

Dear Sir:

Replying to your favor of July 5th, I beg to say that we have drawn upon Mr. William H. Roth for his premium,25 our draft being due July 1st, but the amount has not yet been collected. This, however, is entirely separate from the premium on Mr. Humphrey's 50 personal policy, and as this latter was due April 28th, it seems to me that we should have remittance to cover without delay. I⁷⁵ have, of course, been pleased to protect Mr. Humphrey since his policy was issued, but I think you will agree with me that the matter¹⁰⁰ has now run about as long as he can reasonably expect me to carry it.

Trusting, therefore, that you will forward draft for Mr. Humphrey's125 premium, together with report called for in another Yours truly, (144) letter which I am writing you to-day, I am,

Dear Sir:

I am now in receipt of a signed request for change to Quarterly under policy No. 121025 Bryan, 25 and this will to-day be forwarded to the Home Office, together with the certificate of good health recently submitted under this policy. Yours truly.

(49) -281-

Dear Sir:

I hand you herewith certificate of the present physical condition of Henry H. Bryan, who holds life policy No. 12102525, together with signed request for change in the manner of payment of premiums under this policy to Quarterly. If these papers are four d⁵⁰ to be in satisfactory shape, will you have the kindness to forward receipt covering the February and May, 1906, Quarterly premiums, as 75 the first one has been paid, and I do not want to deliver the second receipt until the premium is received at this office.

Yours100 truly. (101)

Dear Sir:

I herewith hand you my letter of July 5th addressed to Mr. H. A. Paine of Houston, Tex., holder of life policy No.25 119531, together with his notation thereon to the effect that he wishes this policy reduced to $\$2,0^{50}00$.

Kindly advise me what steps are now necessary to effect this change, and oblige,

Yours truly,

—283—

(110)

Dear Sir:

On my return to the city, I found that no reply had been received to my letter to you of June 13th, and 25 as the semi-annual premium due May 26th on your policy No. 100778, referred to therein, is now becoming somewhat delinquent 50 I beg to inquire whether it will not be possible for you to forward the amount by return mail. These matters are of importance, and 75 delays often result in unpleasant complications. The amount of your premium is \$22.48, and I sincerely trust that you will find it 100 possible to forward draft to cover without delay.

-284-

Dear Sir:

Replying to your favor of July 10th, I will inquire of the company to-day as to whether your policy No. 126²⁵962 may not be reissued, as I understand that this is what you wish. In the meantime, for your own protection, I believe⁵⁰ it will be better for you to pay your premiums to Mr. Rodgers who, I understand, is now well again and able to look after⁷⁵ his business affairs.

Please also return your policy to this office, because, if the company is willing to make the desired change, it will save¹⁰⁰ time to have the policy here, so that it can be forwarded to Hartford at once.

Yours truly,

(118)

-285-

Dear Sir:

I hand you herewith draft for \$5.00 in payment of the interest on loan No. 7262 on pledge of 25 policy No. 69202, held by John Smith of Denison, Tex.

Kindly acknowledge receipt. Yours truly, (44)

-286-

Dear Sir:

Replying to your inquiry of the 5th, I beg to say that we do write life insurance on locomotive engineers, but, on account²⁵ of the increased hazard of their occupation, the company finds it necessary to charge an additional premium of \$2.50 per \$1,0⁵⁰00 on policies on the I0 Premium Life plan, or those under which the

premium is higher. On policies on which the premium 1s⁷⁵ lower than that of the 10 Premium Life, the additional charge is \$5.00 per \$1,000.

I enclose a leaflet giving 100 the rates for the various forms of contracts written by this company, and trust that you will be successful in closing up the risk which 125 you have in prospect.

Yours truly,

(130)

-287-

Dear Sir:

I beg to return herewith, duly countersigned, the renewal receipts received in your enclosure of July 15th, and, as requested, have to-day made²⁵ requisition for an additional supply of receipts, and vouchers for your agency.

Yours truly,

(39)

-288-

Dear Sir:

Will you have the kindness to send me a supply of 50 Regular Accident renewal vouchers and receipts for the Helena, Ark., 25 agency?

Yours truly,
(28)

-289-

Dear Sir:

I herewith hand you renewal vouchers No. 60224 and No. 60225 of the Helena, Arks., 25 agency. Yours truly,

-290-

Dear Sir:

I have your favor of July 3d, enclosing assignment of life policy No. 111714 by the insured, N.²⁵ R. Rodgers and his wife, Jessie D. Rodgers, the beneficiary to be the Cotton Belt Savings and Trust Co. This assignment will be forwarded to 50 the Home Office, and if found to be in proper form, due acknowledgment of its receipt will be made.

Yours truly,

-291- (71)

Dear Sir:

I herewith hand you assignment of life policy No. 111714 to the Cotton Belt Savings and Trust Co.²⁵ of Pine Bluff, Ark. Please acknowledge receipt. Yours truly,

—292 — (34)

Dear Sir:

I herewith hand you request signed by Andrew Smith, holder of life policy No. 125650, asking that the²⁵ premiums thereunder be made payable in Quarterly installments of \$7.63, commencing

October 9th next. Agent Hunter advises that Mr. Smith states positively that⁵⁰ he will be unable to pay the amount of the semi-annual premium, which otherwise would have been due next October, and insists that the request⁷⁵ for change to Quarterly be forwarded for consideration. If approved, kindly advise me with the return of the company's consent which is attached to the¹⁰⁰ request.

Yours truly,

(103)

-293-

Dear Sir:

I beg to hand you herewith the renewal receipt covering the Quarterly premium which was due July 2d on your policy No. 1²⁵ 1633. This premium has been duly received and credited, and the receipt has just been returned by the Planters and Mechanics National⁵⁰ Bank to whom it was sent for collection. Yours truly,

-294-

Dear Sir:

I hand you herewith life policy No. 126209, issued to J. E. Burkhart, together with letter from him²⁵ setting forth the ages of his grandparents. This is the case about which I wrote you on May 19th, and it seems that Mr. Burkhart⁵⁰ is of the opinion that the company should now be willing to issue him a policy on the 20 Payment Life plan.

Kindly give⁷⁵ the matter due consideration, and, if possible, issue and forward the desired contract with new Part First of application for applicant's signature. Yours truly,

-295-

Dear Sir:

It is again necessary for me to return the life application of Charles A. Pech for the reason that Question of Part 2²⁵ is not answered. I called attention to this fact when the application was returned to you a few days ago. Please have this question answered over the initials of either the applicant or Dr. Thompson, and return the application as promptly as possible for attention.

Yours truly,

(72)

(99)

--296---

Dear Sir:

In accordance with your recent request, I have obtained and hand you herewith instrument for execution by F. S. Kelly, to change the²⁵ beneficiary under life policy No. 126180. This form should be executed by the insured in duplicate and both copies

returned 50 to us for the endorsement of the company's consent to the change. One copy will then be returned to be filed with the policy.

Yours 75 truly,

(76)

--297-

Dear Sir:

I hand you herewith blanks for execution to effect change of beneficiary under your policy No. 70625. The White²⁵ blank is first to be executed by both of the present beneficiaries, surrendering all their interest in the policy to you, and you are then ⁵⁰ in turn to execute the Yellow blank nominating your daughter as beneficiary. Each form should be executed in duplicate and one attached to the policy,⁷⁵ the other copies to be returned to this office.

Yours truly,

(86)

-298-

Dear Sir:

Responding to your favor of July 2d I beg to say that the papers covered by your voucher No. 8559²57 of June 19, 1906, were duly returned to you for file a few days since. If they have not been to locate them.

Yours truly,

(67)

-299-

Dear Sir:

I have your favor of July 2d returning your policy No. K-275940 for change of beneficiary. In²⁵ order to change beneficiary in this policy, it will be necessary to have various assignment blanks executed by yourself and the original beneficiary, and it⁵⁰ seems to me that a simpler plan will be to issue a new contract from the date of expiration, July 4th. I have done this,⁷⁵ stating beneficiary in the new policy as Lillian B. Murchison. This policy is being sent to you to-day under separate cover.

-300-

Dear Sir:

Replying to your favor of July 3d, the debit balance of your account on July 1st was \$51.63. You have 25 been advised of all the commissions accruing to your credit since last statement was sent you, and by adding the various advances which have been 50 made from you from time to time, you should have no difficulty in making your figures balance with this amount. If you are unable to 75 do this, please let me know, and I shall be glad to send you a full statement up to the present date.

Yours truly,

-301-

Dear Sir:

Replying to that part of your letter of July 3d, which relates to the indemnity claim of L. D. Owens, employed by the²⁵ Central Lead Co., I beg to say that this claim was paid on July 3d. In future, please write separate letters concerning different subjects.⁵⁰

Yours truly, (52)

-302-

Dear Sir:

Replying to your favor of July 3d and returning herewith the certificate executed by Mr. Westheimer, the undertaker who officiated at Mrs. Cleary's 25 funeral, I beg to say that the "written instructions" to which the gentleman refers are set forth in the enclosed letter received from him under 50 date of May 20th. It seems to me, in view of the fact that the loan agreement which Mr. Cleary executed was dated subsequent⁷⁵ to the death certificate signed by him, that his reference to the new beneficiaries should have no effect. Of course, his letter of May 21000th can hardly be considered a valid consignment of the interest in the policy, and in view of these facts, may it not be assumed125 that at the time the loan agreement was executed the interest in the policy stood in Mr. Cleary's name alone? If so, the agreement should150 be satisfactory, and I trust that draft for the amount accruing (payable to my order) will be forthcoming at the earliest possible moment. I wish 175 that you would also send me proper blanks for Mr. Cleary to execute, transferring the beneficiary interest in this policy to his father and mother.200 I believe you have their names in the death certificate. Yours truly,

-303--

Dear Sir:

The company advise that the life application of Irvin Mitchell, submitted by you, has been received, but it has been found necessary to²⁵write for additional information which will delay action for a few days.

Yours truly,

-304-

Dear Sir:

I regret to advise you that the company has declined to approve the life application of George Hoephner, submitted by you.

Yours truly,

(25)

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MACHINERY

--305--

Gentlemen:

We are in receipt of your favor of the 7th inst, and note that you are in the market for some machine tools. We²⁵ take pleasure in enclosing you a cut of our 20" Drill Press which we can furnish you with square base, wheel and lever⁵⁰ feed for the sum of \$49.00 f. o. b. New York.

We also enclose you cut of our 17"75 lathe, which we can positively guarantee as being the heaviest and best lathe of its size and kind on the market. We have sold large¹⁰⁰ numbers of these lathes and we have yet to hear of one complaint of any sort. As you do not specify length of bed desired,¹²⁵ we quote you on an 8" machine, that is, 8" over all. This will give you about 5' between centers. Our price¹⁵⁰ on this lathe, all complete with counter shaft, face plates, combined rest, etc., would be \$270.00 f. o. b. New¹⁷⁵ York.

Regarding handling large work with this lathe, we would say that we recommend that you get a set of raising blocks which we can²⁰⁰ furnish for \$30.00, all complete. This will enable you to take up work to 24" or 26"²²⁵ without any trouble.

A Gap Lathe would not be the thing for you. If you wished to do very accurate work, we can not honestly²⁵⁰ recommend it to you as being the best for your purpose. We have had a good deal of experience in fitting our shops for making²⁷⁵ Gasoline Engines, and we know that there is a quantity of very accurate work which has to be done. We, therefore, prefer to have you³⁰⁰ use a machine which would be most suitable to you and would therefore recommend you to use a Standard Engine Lathe, and occasionally, when you³²⁵ have large work to do, use the raising blocks which will be thoroughly accurate and will not in any way spoil the lathes.

A Gap³⁵⁰ Lathe can not be kept accurate for the reason that the carriage will run over the edges of the gap and cause a spring³⁷⁵ and unequal wear. However, if you desire a Gap Lathe, we will be pleased to quote you, but there are so few people making them⁴⁰⁰ that we think you will find upon looking into the matter that it would not pay you.

We would be grad to have some 425 reference as to your financial standing and, if same is satisfactory, we will take great pleasure in giving you terms that will be satisfactory. Otherwise, 450 if you should order, we will allow you a discount of two per cent. for cash

Thanking you for your inquiry, and hoping to be 475 favored with your business, which would have our prompt and careful attention, we are, Very truly yours,

(492)

(88)

-306-

Gentlemen:

Replying to your favor of the 7th, we will take up the matter with our customer right away and see what can be done.²⁵

In the meantime, we would kindly ask you to reply to our letter of the 5th fully, and let us know whether you wish to 50 give us your line of prices on Horizontal Engines, as we have several inquiries on hand and desire to reply to same.

We would also 75 be glad if you would send us some more circulars Yours very truly,

--307---

Gentlemen:

We have your favor of the 7th and note that you are in the market for a lathe; we also notice that you want²⁵ a second-hand lathe. Now, we can furnish you a second-hand lathe in good order, that would probably answer your purpose, but we would⁵⁰ be better pleased, and so would you, if we were to furnish you a new machine. Before quoting you on a second-hand lathe, we⁷⁵ will say that our new 17" lathe, as per enclosed circular with 8' bed, combined rest all complete, would cost..................................\$270,100 f. o. b. here. This will give you one of the heaviest and best all-around lathes ever offered on the market.

Now, regarding the 125 second-hand lathe, we have on hand some R. & M. lathes as per cuts enclosed. These lathes are 18"x6' bed combined 150 rest and also have taper attachment; they have hollow spindle and are complete as per cut. They are in very good condition, but the best 175 we can do on them would be..\$235 each, f. o. b. St. Louis.

We also have one 17"x6'200 Bradford lathe, all complete and in fair condition, which we can sell for............\$200. These lathes are all in pretty fair condition, 225 but the R. & M. are the best of all. They are all ready for work, do not need any repairing, and we think that 250 they would do your work nicely,

although, of course, you could get much better satisfaction out of a new lathe.

We would be glad to²⁷⁵ hear from you further and will give your business prompt attention. We can ship immediately on receipt of your order and will take great pleasure³⁰⁰ in serving you.

If there is anything else which you will need in the line of punches, shears, drill presses or pneumatic tools, we will³²⁵ be glad to quote you our prices.

We beg to state that we handle nothing but the very best in the line of new tools, ⁸⁵⁰ and we also do not handle anything but good second-hand tools.

Awaiting to hear from you further, we are,

Very truly yours,

(373)

--308--

Gentlemen:

I have yours of the 2d enclosing letter from Mr. B. R. Smith relative to the alleged case he has against you for the²⁵ death of a man named William Brown, who was killed by the explosion of a boiler.

I note that you say "In any event please⁵⁰ do not accept service for us." I will not accept service in any matter, as I have no authority to do so. Previous to the⁷⁵ receipt of your letter Mr. Rogers called on me and desired to know if I represented you. I told him that you at times consulted¹⁰⁰ me relative to business matters, but that I did not represent you unless specially employed. I enclose copy of letter I wrote to Mr. Clever¹²⁵ at Chicago soon after my interview with Mr. Rogers and also Mr. Clever's reply. You will note that Mr. Clever says the Mr. Lamb who¹⁵⁰ made the examination of the boiler for us and on whose testimony I relied in a measure to say that the explosion was due to¹⁷⁵ no fault of ours, is dead. This is very unfortunate to show this by other testimony. Under the Federal Law the explosion of a boiler²⁰⁰ is prima facic evidence that the boiler was not in good order and the burden of proof would be on us to establish that it²²⁵ was.

It will, of course, be impossible for Brown to use you in the State or Federal Courts here, as it will be impossible to 250 cite you, but he has written to Mr. Clever and chances are Mr. Smith will proceed in the Admiralty Court and libel the Steamer Gray. 275

I will see Mr. Smith to-day and say to him that I have written to you and ask him to delay action until I can³⁰⁰ hear from you. In the meantime it would be advisable for you to write to Mr.

Clever to endeavor to ascertain as much about Mr. 325 Smith as possible. I will discuss the matter with Mr. Clever when he comes to see me, which he states in his letter will be 350 one day next week.

Yours truly.

(356)

--309---

Gentlemen:

Enclosed find letter of March 29th from G. R. Broyles, Fayetteville, Ark., enclosing an order of V. S. English and Z. T. Howard for one 6x9x10 Traction Engine at a price of \$1,500. \$200 cash on 60 delivery, \$1,000 in notes and \$300 exchange of one 10 H. P. Engine. This engine is sold 5 in connection with an order sent you on January 31st for a 33x50 Cyclone Separator and Farmers' Friend Stacker, which 100 latter order was accepted on date above mentioned.

There is to be a drive belt furnished with this engine to run with above machinery. It¹²⁵ is to be one hundred and forty feet, seven inch, endless, canvas belt.

The engine payments are to be divided between English and Howard. Howard¹⁵⁰ is the party that is putting in second-hand engines and you will note that the price of the new engine is \$50 higher¹⁷⁵ than the regular price and is explained by Mr. Broyles as being done for taking in this old engine.

The division in payments will be good something like the following:

English pays \$725 less 18 per cent. discount, leaving \$594.50 for Howard to settle.²²⁵ Cash \$100, note for \$600, said note to be credited \$105.50, leaving balance due on²⁵⁰ note of \$494.50.

Howard pays \$750 less engine \$300, cash \$100, note²⁷⁵ \$400, to be credited \$50, leaving balance of note \$350.

According to the above figures, Broyles will³⁰⁰ have his commission and the old engine to the amount of \$257 and we (Russell & Co.) will have \$43³²⁵ and the old engine.

The notes and mortgages of this engine are to be signed by both parties, regardless of the amount each is to 350 pay, but they are going to make notes as above stated. The division of payments will be settled between themselves, but the above gives you 375 an idea of how they are going to pay. English will settle his Separator business himself.

I have informed Mr. Broyles that this order is 400 accepted, as he and I looked over the records while I was in Fayetteville and we discovered that Mr. English and also Mr. Howard are 425 good responsible parties.

Yours truly,

(430)

-310-

Dear Sir:

Your postal of the 2d is received and we note with surprise that you failed to get price-list sent you by our²⁵ Massillon, Ohio, office. Please let us know what size engine and separator you have and on receipt of your information we will immediately send you⁵⁰ repaired price-list. It would be well to let us know, also, how old your machinery is so that we can send a price-list⁷⁵ to suit it.

Yours truly,

(80)

(142)

-311-

Dear Sir:

Some time ago you had a customer for a saw-mill with fifty-inch saw, sixty feet of ten-inch four-ply²⁵ belt at a price of \$300. We would like to know if you were able to make this sale and get good⁵⁰ security. You do not give us the name of the party, but we hope that you have made the sale and that he is a⁷⁵ good responsible person.

Yours truly.

-312-

Dear Sir:

Some time ago we sent you some printed matter to assist you in the sale of threshing machinery and the Express Co. has notified 25 us that you have refused to take said printed matter and pay the charges. It seems strange to us that you would refuse to pay 50 this small charge in order to obtain the printed matter, as it will be a great help to you in making sales.

We will thank⁷⁵ you to let us know by return mail if you will take it or not. We would also like to inquire of you what you¹⁰⁰ have done with the Reg. McCollum prospective sale, as we were quite anxious for you to make this sale if the parties are good, and¹²⁵ we understood from you that they are good.

Kindly let us know by return mail. Yours truly,

-313-

Dear Sir:

The Express Co. have notified us that you refused to take the package of printed matter sent to you some time ago. This 25 seems strange to us, as we have gone to a great deal of care and expense to get this matter up in a manner to 50 help and please agents selling machinery, and we sent it to you free of charge except transportation. It is a very small amount for you 75 to pay to get this printed matter and we trust that you will see that it is to your benefit to

have it and that 100 you will promptly take it out of the Express Office on receipt of this letter.

If you will read your contract you will notice that 125 you agreed to pay transportation charges on printed matter.

Please let me know by return mail if you will take it or not.

Yours truly.

(150)

-314--

Dear Sir:

I have just returned from my trip in southwest Missouri, Arkansas and Indian Territory and find your letter of March 29th, on²⁵ my desk, in which you sent in the order of V. S. English and Z. T. Howard. I have written the Home Office that I⁵⁰ have accepted this order and we are to furnish one hundred and forty feet, seven inch, endless, canvas belt, and called their attention to the⁷⁵ Separator order given by Mr. English in January. I have tried to explain to them the division in the payments of this engine, and I¹⁰⁰ trust they will understand it all right.

I hope that you will see that everything comes out all right before delivery, and that you can¹²⁵ make a complete and thorough settlement when delivery is made. Yours truly,

(137)

-315--

Gentlemen:

We have your esteemed favor of the 30th enclosing letter of J. D. Kerr, Gentry, Ark., asking for agency for Russell Machinery We²⁵ will give him immediate attention. We also have yours of April 20th enclosing order of T. Heim, Farmersville, Ill., for Russell repairs. We will⁵⁰ give this prompt attention. Accept thanks for above.

Yours truly,

(60)

-316-

Dear Sir:

Mr. J. D. Kerr, whose post-office is Gentry, your county, writes us that he would like to have the agency for the ²⁵Russell Co. Machinery, as he has two or three prospective sales that he thinks he can make. We have written him that he might possibly ⁵⁰ be able to make arrangements with you to sell this machinery for you and we trust that you and he will be able to come ⁷⁵ together and effect some good sales.

Yours truly,

-317--

Dear Sir:

Your esteemed favor of the 16th is received, and for the present we are sorry to say that we are not in²⁵ position to give you the agency for our machinery in Benton County, as the Benton County Hardware Co. has the agency for this season. If⁵⁰ you have prospects of several sales we would suggest that you call on the Benton County Hardware Co. and see if you can get us⁷⁵ up an agency that would be satisfactory to you. Another year we may be able to do something with you if you write us in¹⁰⁰ time. Yours truly,

(103)

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MISCELLANEOUS

-318-

Dear Sir:

Replying to your favor of the 10th inst. we can not give you the name of any one in your section of 25 the country who handles our Electric soap, as it is sold chiefly on the Pacific coast. Our price to you f. o. b. at our 50 factory will be \$5.50 per case of 100 pounds.

We shall be pleased to receive your orders.

Very truly yours, (73)

--319---

Dear Sir:

Your esteemed favor of the 3d inst. is received. After looking into the matter, we find that the lease of our office at²⁵ Shadyside is drawn in the name of our superintendent, Mr. A. P. Potter, No. 6 Main street, and that he pays the rent. Therefore, this⁵⁰ company does not control that office.

From the company's standpoint, we can see no objection whatever to your people using the office for two or⁷⁵ three evenings each month; but as it is controlled by Mr. Potter, we would suggest that you see him on the subject.

Very truly yours,

—320— (100)

Gentlemen:

We are to-day in receipt of a letter from Mr. E. J. Jones, of your place, asking for price and description of an irrigation 25 outfit. We have sent him some printed matter concerning outfits of this class, and referred him to you for prices. Kindly call upon Mr. Jones 50 and use your best efforts to secure his order for one of our outfits.

We would be pleased to hear from you as to your⁷⁵ success, after your interview with Mr. Jones. Yours truly,

-321-

Dear Sir:

We are in receipt of your letter, and in reply we beg leave to hand you herewith check on Birmingham for \$15.2585, covering your bill No. 40. You will notice an overcharge of \$2.20 in your bill on this shipment, covered by 50 bill of lading No. 0101, you charging \$6.40

instead of \$4.20, the rate being \$2.10 a⁷⁵ ton. On your bill of lading we find the amount correct, and the overcharge being only on your bill we deduct the amount.

We would¹⁰⁰ also call your attention to the fact that you failed to inform us of your having prepaid freight on our order No. 821.¹²⁵ In future, please be careful when making prepaid shipments always to mark on the face of the bill of lading the amount prepaid.

Yours respectfully,

-322--

Gentlemen:

We are in immediate need of the following No. 1 quality hard-burned fire-brick:

 $6{,}000\ 9x2\frac{1}{2}^{25}x4\frac{1}{2}.$

6,000 No. 1 wedge, 9x21/2 and 2x41/4.

Please inform us⁵⁰ if you have these in stock, or how soon you would agree positively to make shipment, and quote us your best price delivered.

Respectfully,

-323-

Gentlemen:

With further reference to the electroplate of our annual-statement advertisement, regarding which we last wrote you on the 31st ultimo, we would²⁵ say we have to-day received a letter from the Republican, which informs us that the electroplate was shipped to you on the 3d ultimo. In case⁵⁰ you have not received the electro as yet, kindly make inquiry at the express office. You should have received it before this.

Very truly yours,

(75)

-324-

Gentlemen:

The balance of your bill of May 30th, amounting to \$28.64, is long past due. The account is a just²⁵ one, notwithstanding your contentions to the contrary. We have drawn on you several times, and the draft has been returned. Unless we receive a check⁵⁰ by return mail, we shall hand this account to our lawyer for collection. We have been more than lenient with you in this matter, and⁷⁵ we trust you will see the justice of our claim and make a prompt remittance.

Respectfully yours.

—325—

(92)

Dear Friend:

We have made you a number of book offers, but we have never yet offered you a cyclopedia. Our reason for not arranging²⁵ for a cyclopedia for our customers until now has been that we have

never been able to find a work that we could conscientiously recommend⁵⁰ and which we could obtain at a price low enough to make it a bargain for our book buyers.

But we have finally found such⁷⁵ a cyclopedia—The New Imperial. This splendid reference work—in forty volumes—is the very best cyclopedia that we know of for general use. It¹⁰⁰ is a first-class, accurate, up-to-date and readable reference work.

We send you enclosed a circular concerning it entitled "The Cyclopedia News." This 125 circular, in the form of a small newspaper, is filled with articles touching upon the use and value of this superb forty-volume cyclopedia. We 150 ask you to look it over and note the many points of superiority that this cyclopedia possesses.

We have had manufactured a special edition for 175 our book buyers. It is a comparatively large edition for the book trade, but an exceedingly small one when you consider that this offer is 200 going to 50,000 appreciative book buyers, and the whole edition will probably be closed out on this offer. The price we 225 quote you, \$39.50, for a set of forty volumes in handsome and durable cloth binding, is a great reduction on the ordinary 250 trade price of \$70.00.

Payments on this set are to be \$3.00 a month. The usual monthly payments required on cyclopedias sold²⁷⁵ by other houses range from \$5.00 to \$8.00 a month.

Fill out the enclosed order form and send it to us, and we³⁰⁰ will send you a complete set for examination. We feel confident that you will be pleased with it and that you will desire to add³²⁵ it to your library. But after examination if you are not certain that it is worth twice as much as we ask for it, then³⁵⁰ return it to us, and we will take it back without trouble or annoyance.

We hope you will give this matter your full consideration, for³⁷⁵ it is a book proposition that deserves it. We need not remind you that promptness is very essential, unless you don't mind being disappointed.

Yours⁴⁰⁰ very truly,

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(405)

Gentlemen:

We make a special feature in our business of getting out booklets and annuals for Business Colleges throughout the country. If you have never²⁵ experienced the satisfaction of dealing with an Engraving house who make "Promptness and Efficiency" their motto, and carry it out in practice, you have an⁵⁰ opportunity to do so. The carrying out of that motto has made us successful.

Now, or very soon, you ought to be preparing the matter⁷⁵ and

getting the cuts made for new booklets, etc. We will be glad to figure with you and aid you in any way possible. Our¹⁰⁰ experience will be of great assistance to you.

Kindly advise us as soon as convenient if you intend doing anything in this line, and we¹²⁵ will greatly appreciate it.

Awaiting your early reply, we remain,

Yours very respectfully, —327— (138)

Dear Sir:

For the convenience of our patrons, we have added to our stock a complete line of Electric Desk, Bracket and Ceiling Fans which²⁵ may be hung or connected to any electric-light fixture with cord and plug.

We enclose herewith a little booklet containing illustrations and descriptions of ⁵⁰ the various fans, which we feel will be of interest to you.

A desk fan consumes less current than one, and a ceiling fan less⁷⁵ than two 16 C. P. incandescent lights. You will readily appreciate, therefore, how little it will cost you to enjoy the comforts of a¹⁰⁰ cooling breeze during the hot summer months.

The fans are furnished with metal parts finished in polished brass, lacquer bronze, oxidized copper or Bower-Barff¹²⁵ and equipped with a switch for changing speeds. The ceiling fans are supplied with two or four blades as desired.

We represent the manufacturer and 150 to introduce these fans, we make the following especially low prices:

 Desk fans
 \$10.50 to \$18.00.

 Bracket Fans
 \$12.1750 to \$18.50.

 Ceiling Fans
 \$18.00 to \$34.00.

All varieties of fans are in operation at our 200 store, and we invite you to call and see them.

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Hoping to have the pleasure of serving you, we remain,

Very truly.

(222)

Gentlemen:

We take the liberty of calling your attention to the Harlequin, a paper of wide and general circulation in the City of New Orleans²⁵ and the South. In selecting a newspaper to carry your advertising, we hope you will give it the careful consideration its well-known character and⁵⁰ widespread circulation demand. As an advertising medium it has had unparalleled success, and has been praised by advertisers as the greatest result-producer in this⁷⁵ locality. It

is published daily and Sunday and has a general circulation of 65,000. As a special inducement, we offer to 100 give you, free of charge, a reading notice in its news columns descriptive of your institution, its methods of education or discipline and its curriculum, 125 recommending it to those who are deliberating on the choice of a school.

Our rate for advertising of this character is ten cents per 150 agate line of seven ordinary words, daily or Sunday. One inch of space contains fourteen agate lines. We shall be glad to furnish you 175 with further information upon request.

Thanking you in advance, and hoping to be favored with your business, we remain,

Respectfully,

SPECIFICATIONS

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The plans and specifications must be complied with and if, after twenty-four (24) hours' notice, the contractor shall refuse to make right any portion²⁵ of the work not done in accordance with them, the architect shall have the power to dismiss said contractor from the work at once, and⁵⁰ with the balance of the money left on contract, hire the work done by other parties; also any portion of the work not properly done.⁷⁵

Excavations.—All trees or obstructions that encumber the site of the building, or interfere with the proper erection of the work, and any surplus dirt¹⁰⁰ not needed in the proper grading of the lot, shall be removed from the premises. Excavate for cellar areas and foundations 8' 3" and in¹²⁵ accordance with foundation or basement plans and sections. Excavate beyond all exterior surfaces of all exterior walls 18" wide by 3" deep to enable¹⁵⁰ proper pointing and inspection. Said trench not to be filled until so directed by architect. Dig for porch piers 18" x 18" x¹⁷⁵ 2' 0" deep. Make all other excavations that are necessary to carry out the plans, including piers, etc. Grade off the lot, sloping gradually away²⁰⁰ from the house in all directions.

Footings.—Large flat footing stones under chimneys to project at least 6" on all sides, and to be 6" 225 thick and as shown in drawings. Footings under all piers and wherever shown on any of the drawings. All footings to be thoroughly bedded in 250 mortar and all properly leveled up to make good bed for masonry to start on. Where there are no footings indicated, the first course of 275 stone to be all full width of the wall, squared, laid on natural beds and settled well in 2 inches of mortar.

Stone Walls.—All stone³⁰⁰ walls 12"thick will be laid up to grade line with good, sound building stone of good size, squared and laid

on natural beds, 325 all of said stone to be through the wall. All joints to be thoroughly slushed with mortar, and all exterior surfaces to have joints smoothed 350 up and made tight with cement mortar. All stone walls to be 12" thick. The backing of ashler, and all portions of foundations above 375 grade covered or hidden by porches, steps, etc., to be laid up with the same sound building stone, laid well in bond. The backing ashler 400 to be cut in course to bond with said ashler. Walls to be built straight, plumb, and level and uniform in strength and thickness. The 425 inside surfaces are to be neatly hammer dressed. Openings are to be left to tie in cross walls. Ash pits and chimneys and indents left 50 to receive beams. All stone walls to be neatly pointed with cement mortar on inside.

Bedding Sills.—Carefully bed the sills in cement mortar and 475 point up around them inside and out, and bed and point up carefully around all cellar windows and outside door frames.

(498)

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Dynamo.—The dynamo is to be a single phase alternator, sixty (60) kilowatts capacity, 1,040 or 1,100 volts, 25 compounded for ten per cent. loss between generator and lamps, the voltage rising uniformly with the load to full load, giving constant potential with a 50 uniform speed not exceeding 900 revolutions per minute and preferably less, making sixty (60) cycles per second. It must be able to carry its 75 full rated load, by test, continuously and indefinitely, without the temperature exceeding that of the atmosphere more than forty degrees centigrade and free from sparking. 100

The exciter is to be properly connected with the dynamo, shunt or compound wound and of such capacity as to properly excite the fields of 125 the dynamo under all conditions of its load, without sparking or heating of any of its parts more than is specified for the dynamo.

Both¹⁵⁰ machines are to be of standard make, all parts accurately and interchangeably fitted. Each is to be mechanically and electrically balanced, so as to run¹⁷⁵ as nearly as possible without vibration or noise; to be insulated from the foundation or floor and provided with a belt tightener, adjustable while the²⁰⁰ machine is in motion; to be provided with self-oiling and self-aligning bearings, proportioned with ample area and provided with oil gauges, rendering the²²⁵ oil easily visible and easily renewed. The efficiency and the insulation are to be the highest attainable and

every precaution taken for keeping down the²⁵⁰ temperature and for the safety of the operator and of the machine, all parts handsomely finished, the workmanship, design and materials the very best.

Description²⁷⁵ and Guarantee.—The proposal is to state the speed, number of poles, style of winding, face and diameter of pulley, weight complete, including base frame,³⁰⁰ also the floor space required and give a complete description of the machines and their accessories, stating peculiarities and advantages for comparison with others, adding³²⁵ cuts and drawings when necessary. The machines are to be tested at the factory, under various conditions and the Contractor is to state and guarantee:³⁵⁰

- 1. The regulation that will be realized.
- 2. The insulation resistance between the field and frame; same between the armature shaft and collector rings.
- 3. ³⁷⁵ Rise in temperature of journals, fields and armature, respectively, after twelve hours of continuous running under full load.
 - 4. Horse power required to drive with400 no load.
- 5. Curve of commercial efficiency, showing watts output per horse power delivered at the pulley, under various loads.

Station Equipment.—The station \$^{25}\$ equipment is to consist of one marble switchboard, with its supports and mountings, for connections on the back side, with all instruments peculiar to and \$^{450}\$ required by the Contractor's system, all of standard design and finish, approved by the Engineer; a list of the switchboard equipment is to be given \$^{475}\$ in the proposal. Provision is to be made on the switchboard for two incandescent circuits, each with a third or "split" wire leading from the \$^{500}\$ station to the street arcs, for the purpose of controlling them all from the station; provision also for a pair of pressure wires from the \$^{525}\$ center of distribution to regulate the voltage. Four line lightning arresters, of approved design, are to be provided complete for installation on the poles.

Arc⁵⁵⁰ Lamps.—About twenty-seven arc lamps are required; each is to be alternating current; enclosed, long burning, 400 to 450 watts,⁵⁷⁵ weather-proof, thoroughly insulated from the suspension cable, with automatic feed and automatic cut-out, with absolute hand switch, clear outer globe; simple in construction,⁶⁰⁰ reliable in regulation and operation, free from flickering, hissing and all objectionable noise. Each lamp is to be complete with its individual transformer for connection⁶²⁵ with the primary circuit. The proposal will state the number of hours burning.

Transformers.—The following transformers are required: Three 6,000 watts⁶⁵⁰ capacity, three 3,000 watts, four 1,500 watts. They are to be of the latest and most approved design, ratio⁶⁷⁵ of transformation 10 to 1, fitted complete for attachment to poles as specified below, each with a non-arching double pole cut-out, with⁷⁰⁰ fuses easily replaced. The proposal will describe the transformers and state the guaranteed efficiency, regulation, core loss and insulation resistance.

(720)

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Boiler Masonry.—All foundations for boiler walls to be 2' wide and 18" deep. Outside center and rear walls 21" thick with 3"25 air space and of proper height. Boiler walls are to be lined all around on inside 4" thick above fire level with good fire brick⁵⁰ laid in fire clay. All other brick to be of good merchantable red brick, laid in good lime mortar with headers every fifth course and⁷⁵ supported with buck-stays and tie rods.

Top of boiler shells will be covered with brick.

Guaranty.—We guarantee the above specified steam plant to¹⁰⁰ be first class in every detail throughout, and the Engine in style, finish and operation equal to any Engine in the market, and the workmanship¹²⁵ and material unexcelled. We also guarantee this Engine to develop an indicated H. P. on 26 lbs. of water (dry steam) when cutting off¹⁵⁰ at ½ stroke. We also guarantee this Engine to be built sufficiently strong to stand a continuous working pressure of 125 lbs.¹⁷⁵ of steam, and the bearings to be of sufficient length to run continuously without undue heating when the Engine is working at 50 per cent.²⁰⁰ above rated capacity.

This proposal is subject to the approval of an executive officer of Russell & Co.

It is agreed that the title to²²⁵ and vested rights in above machinery shall remain in Russell & Co. until purchase money is paid in full. Notes or warrants, if given, shall²⁵⁰ not be considered as payment, but only as evidence of indebtedness.

(261)

__339___

The Wagner Transformer.—The Wagner Transformer is the perfected result of several years experience and experiment in the practical use of Transformers in one of²⁵ the largest existing central stations; is a most successful effort to obtain results not previously considered possible, and to omit the most objectionable features inherent⁵⁰ in the best apparatus heretofore manufactured.

The attempt to construct a Transformer which could be repaired with ease, resulted in a decrease of efficiency, and 75 is not considered to-day a practical piece of apparatus, as the brakes in the magnetic circuit render a small magnetizing current impossible.

The Wagner Transformer ¹⁰⁰ was designed in such a manner that repairs of this character have not been found necessary. It is not impossible to secure a high and ¹²⁵ practical indestructible insulation, and the manufacturers of this apparatus feel that they have secured, after many years of expensive experiment, a material and methods of ¹⁵⁰ insulation that greatly decrease the liability of leakage.

The insulation of a Transformer may be destroyed in two ways—by the heat of the Transformer¹⁷⁵ itself, and by the strain from excessively high voltage, produced by lightning or inductive discharges on lines supplying a large number of Transformers. The manufacturers²⁰⁰ of this apparatus have carried their method of insulation to such a high degree of perfection, that their transformer readily stands ten times the normal²²⁵ primary voltage impressed between the primary and secondary coil, and are all tested in this manner prior to shipping.

There are many who consider oil²⁵⁰ as an essential insulation for Transformers, although its use has not been found necessary with the Wagner Transformers. Oil of special high insulating qualities will ²⁷⁵ be furnished when so desired.

It has been found, though not generally understood, that there is caused a molecular change in the iron of a³⁰⁰ Transformer after having been subjected to rapid reversals of magnetism under the influence of an alternating current. This is known as the ageing of the³²⁵ iron and is a probable cause of poor results secured from many makes after a year or so of service. The manufacturers of this Transformer³⁵⁰ have determined a method of obviating this molecular change, and are prepared to guarantee any appreciable change of efficiency due to long-continued use. As375 the tendency of modern times is towards the use of Transformers of large units, it becomes quite essential that the regulation of a Transformer should400 be a matter of primary importance. The drop from the Wagner Transformer will be found as low as is consistent with best results, and is 425 substantially as follows: The leakage or iron loss of a Transformer is without exception one of primary importance, as it is constant at all times 450 that the Transformer is connected to the circuit and is an expenditure of energy for which the station derives no income.

Especial attention is called ⁴⁷⁵ to the fact that we are prepared to guarantee results of this make of Transformers in this direction, that can not be equaled by any ⁵⁰⁰ other make. The efficiency guarantees which are made for these Transformers are a result that can be constantly obtained and do not vary appreciably from ⁵²⁵ the efficiency advertised, and the secondaries are so constructed as to deliver 50 or 100 volts as may be desired, according to ⁵⁵⁰ the connections made. We are also prepared to furnish Transformers operative upon 1,000 or 2,000 volts primary circuit, according ⁵⁷⁵ to connections made.

Guaranty.—We are ready to guarantee these Transformers against burning out from any cause, except over-load, fire or mechanical injury, for⁶⁰⁰ a period of two years from date of purchase.

We are also prepared to make quotations upon request, on special Transformers of all kinds, a⁶²⁵ specialty being made of the Step-up and Step-down Transformers for long-distance transmission.

640

LEGAL FORMS

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STATE OF MISSOURI, Ss. City of St. Louis,

IN THE CIRCUIT COURT, CITY OF ST. LOUIS, DECEMBER TERM, 19...

George P. Warner,

Plaintiff,

vs.

Sterling Realty Company,

Defendant.

Now comes plaintiff in the above entitled cause and moves the Court to strike from the files the answer filed by defendant in the above entitled cause on November 10, 19.., which is in words and figures following:

and that said answer, filed on November 10, 19.., was an amended answer, and that said amended answer is improperly entitled as an original answer, and that no leave of Court was obtained by defendant to file said amended answer as required by Rule 22 of this Court.

Attorneys for Plaintiff.

AFFIDAVIT

-334--

STATE OF ILLINOIS, CITY OF CHICAGO,

James H. Browning, being duly sworn on his oath, states that he is one of the attorneys for the Duplex Lumber Company, a corporation, plaintiff in the above entitled cause, that there is reasonable ground to believe that such judgment debtor, John P.

[SEAL]

Dc uglas, has property subject to execution, and has conveyed, or attempted to convey, his property with a design to defraud, hinder or delay his creditors; that this affidavit is made to the best of the knowledge and belief of this affiant.

JAMES H. BROWNING.

Subscribed and sworn to before me this 12th day of January, 19...

My commission expires on the 1st day of January, 19...

[SEAL.]

SAMUEL P. McCLELLAND, Notary Public, City of Chicago.

POWER OF ATTORNEY

-335-

KNOW ALL MEN BY THESE PRESENTS, that I, John Smith, of Canton, in the County of Stark, State of Ohio, have made, constituted and appointed Charles Brown, of Akron, County of Summit, State of Ohio, a true and lawful attorney for me and in my behalf to sell and dispose of, absolutely, in fee simple, the following described tract of land, or any part thereof, in the County of Stark.

State of Ohio, to wit:		
		_
		_
		_
		-
hereby giving and granting unto authority generally to do and perf		
requisite or proper to effectuate al	•	
same powers and to all intents an	* *	_
as if I were personally present,		_
whatsoever my said attorney shal the premises.	il and may do by virtue hereof i	1

IN WITNESS WHEREOF, I, the said John Smith, have hereunto set my hand and affixed my seal, this fifteenth day of January, in the year of our Lord one thousand nine hundred and

Signed, sealed and delivered in the presence of

WILL

-336-

I, Charles Keyes, of the City of St. Louis, State of Missouri, hereby declare this instrument to be my last will and testament, and hereby revoke all former testamentary dispositions of my estate heretofore made by me.

FIRST, I hereby give and bequeath to my wife, Bertha W. Keyes, if she survives me, my entire estate, real, personal and mixed,

wheresoever situated.

SECOND, I hereby appoint my said wife, Bertha W. Keyes, if she survives me, my executrix, and direct that she shall not be required to give bond as executrix.

THIRD, In the event of my wife dying before me, I hereby give and bequeath my entire estate, real, personal and mixed, wheresoever situated, to my son, Morris A. Keyes.

FOURTH, In the event of my wife dying before me, I hereby appoint Paul F. Cannon my executor, and hereby direct that he shall not be required to give bond as such executor.

IN TESTIMONY WHEREOF, I have signed and sealed this instrument, and in the presence of witnesses published and declared it to be my last will and testament.

Done at said St. Louis on January first, nineteen hundred.

[SEAL.]

The undersigned were present and witnessed the signing and sealing of the foregoing instrument of writing by said testator, Charles Keyes, and heard him declare the same to be his last will and testament, and at his request and in his presence, signed their names as witnesses to said act and declaration, and thereby expressed their belief that said testator was, at the time, of lawful age and of sound and disposing mind.

AGREEMENT FOR OVERHEAD CROSSING

-337-

THIS INDENTURE, made this fifth day of March, A. D. nineteen hundred, by and between the CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY, a corporation organized under the laws of the States

of Indiana and Illinois, party of the first part, and the ST. LOUIS MERCHANTS' BRIDGE COMPANY, a corporation organized under the laws of the State of Illinois, party of the second part,

WITNESSETH: The party of the second part, for and in consideration of the sum of one (\$1.00) dollar to it paid, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements of the party of the second part herein contained, hath granted, and by these presents doth grant unto the second party, upon the conditions and for purposes hereinafter set forth, the right to build a double track through the steel bridge over the tracks of the railway of the party of the first part, at a point on the east approach of the bridge of the second party, above the town of Venice, in the State of Illinois, on the east bank of the Mississippi River.

FIRST, The party of the first part shall build the said bridge in such a manner that there shall be at least twenty-one (21) feet clear distance between the top of the rail of the present main line track of the first party and the lowest part of the superstructure of the said bridge.

SECOND, It is understood and agreed between the parties hereto that the party of the second part shall not place any pier or other permanent work on the right of way of the party of the first part, but that there shall be a clear span entirely across said right of way, all in accordance with the map and profile attached, and made an essential part of this contract.

These grants, covenants and stipulations shall extend to, and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the officers thereto duly authorized, the day and year first above written.

CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY.

Ву	

ST. LOUIS MERCHANTS' BRIDGE COMPANY.

Bv	-		
-,		 	

ARTICLES OF COPARTNERSHIP

-338-

THIS AGREEMENT, made the thirty-first day of December, A. D. 19.., between Samuel Horton and James Hall, both of Poughkeepsie, in the County of Dutchess, and State of New York,

WITNESSETH: That the said parties hereby constitute themselves a copartnership under the firm name of Horton & Hall, for a period of five years from the present date, for the purpose of carrying on a wholesale dry goods business.

- 1. Each party contributes to the capital stock of the company as follows: Samuel Horton contributes forty-five hundred (\$4,500) dollars in money, and forty-five hundred (\$4,500) dollars in stock. James Hall contributes forty-five hundred (\$4,500) dollars in money. The partners to share the profits in proportion to the amounts they contribute.
- 2. Each party is to devote his time and attention to the business of the firm, and neither shall engage in any business whatever for his private advantage.
- 3. Correct books of account are to be kept, in which shall be entered all the transactions of the firm, and all such books shall be at all times open and accessible to both members of the firm.
- 4. On the thirty-first day of December in each year a correct account shall be taken of all the stock, property and assets of the firm and of the debts and liabilities. The share of each partner in the profits shall then be stated and may be drawn out, but beyond his share of the profits no money or other property shall be drawn out by either partner for his own use except with the written consent of the other partner, and in such case the share of the partner so drawing shall be proportionately reduced.
- 5. All business of the partnership shall be transacted in the firm name, and all notes and obligations given, as well as securities taken, shall be in such name.
- 6. Neither partner shall have power to bind the firm as surety or guarantor, nor shall either partner become a surety for any other person without the written consent of the other partner.
- 7. At the close of the partnership a correct account shall be taken and stated, and the assets of every nature after the payment of the liabilities shall be divided in the proportion fixed in paragraph 1.
 - 8. This partnership shall continue until the thirty-first day of

December, nineteen hundred and two, unless sooner dissolved by mutual consent.

IN WITNESS WHEREOF, the said parties have hereto set their hands and seals on the day and at the place aforesaid.

[SEAL.]

WARRANTY DEED

-339-

This deed, made on January first, eighteen hundred and ninety-seven, by Horace T. Dodge and Mary E. Dodge, his wife, of St. Louis, Missouri, parties of the first part, and Bryant A. Holmes, of the same place, party of the second part,

WITNESSETH: That the said parties of the first part, in consideration of one hundred (\$100) dollars to them in hand paid by the said part of the second part, the receipt of which is hereby acknowledged, do, by these presents, grant, bargain, sell, convey and confirm unto said party of the second part, his heirs and assigns, the real estate situated in the County of St. Louis, State of Missouri, described as follows: The southeast quarter of section number three, township number twenty-six north, range eight east of the fifth principal meridian, containing one hundred and sixty acres.

TO HAVE AND TO HOLD said real estate, together with the improvements thereon, and the rights, immunities, privileges and appurtenances thereunto belonging unto the said party of the second part, and unto his heirs and assigns forever.

Said parties of the first part hereby covenant that they will WARRANT and DEFEND the title to said real estate against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, said parties of the first part have hereunto set their hands and seals.

[SEAL.]

POWER OF ATTORNEY

-340-

KNOW ALL MEN BY THESE PRESENTS, That I, William White, have this day made, constituted and appointed, and by these presents do make, constitute and appoint Jacob Faithful, of the City and County of St. Louis, State of Missouri, attorney for me,

and in my name, to sell and dispose of, absolutely, in fee simple. the following described tract of land, or any part thereof, in the County of St. Louis and State of Missouri, to-wit: A lot of ground in block number thirty-seven hundred forty-seven (3,747), of the City of St. Louis, State of Missouri, beginning with a point in the north line of Bell Avenue five hundred and eighty (580) feet eleven (11) inches east of the east line of Vandeventer Avenue; thence running east along the north line of Bell Avenue sixty (60) feet; thence north one hundred sixty-two (162) feet six (6) inches to south line of U. S. Survey 1276; thence west sixty (60) feet; thence south one hundred sixty-two (162) feet six (6) inches to the north line of Bell Avenue and place of beginning, for such price or sum of money, and to such person or persons as he shall think fit and convenient; and also for me, and in my name, and as my act and deed, to sign, execute, acknowledge and deliver such deed or deeds. and conveyance or conveyances, for the absolute sale and disposal thereof, or of any part thereof, with such clause or clauses, covenant or covenants, and agreement or agreements, to be therein contained, as my said attorney shall think fit and expedient; hereby ratifying and confirming all such deeds, conveyances, bargains and sales, which shall at any time hereafter be made by my said attorney. touching or concerning the premises.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the third day of February, in the year nineteen hundred.

In the presence of

[SEAL.]

BILL OF SALE

-341--

THIS BILL OF SALE, made on January first, eighteen hundred and ninety-seven, by Arthur Whitman, as grantor, to William Bauer, as grantee.

WITNESSETH: That said grantor, in consideration of one hundred (\$100) dollars to him paid, the receipt of which is hereby acknowledged, hereby sells, assigns, transfers and sets over unto said grantee his entire interest in the personal property described as follows: One set of furniture situated at number one Broadway St. Louis, Missouri.

TO HAVE AND TO HOLD said personal property unto said grantee and unto his heirs, executors, administrators and assigns forever.

Said grantor hereby covenants that said property is free from incumbrance, and that he will warrant and defend the title thereto against all claimants whomsoever.

IN TESTIMONY WHEREOF, this instrument has been signed, sealed and delivered.

[SEAL.]

BOND FOR THE PAYMENT OF MONEY

-342-

KNOW ALL MEN BY THESE PRESENTS, that I, Arnold Baker, of Springfield, in the County of Greene and State of Missouri, am held, and firmly bound to Charles Deering, of the same place, in the sum of fifteen hundred (\$1,500) dollars, lawful money of the United States of America, to be paid to said Charles Deering, his executors, administrators or assigns; to the payment whereof I bind myself, my heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with my seal, and dated the twelfth day of June, nineteen hundred.

THE CONDITION of this obligation is, that if I, the said Arnold Baker, shall pay to said Charles Deering the sum of fifteen hundred (\$1,500) dollars and interest on or before the twelfth day of June next, then this obligation shall be void, otherwise to remain in full force.

Signed, sealed and delivered

in the presence of

[SEAL.]

ACKNOWLEDGMENT TO ARTICLES OF ASSO-CIATION

	-343
STATE OF MISSOURI, City of St. Louis.	ss.
On this	day of October, 19, before me personally
and	, to me known to be the persons
described in and who acknowledged that they	executed the foregoing instrument, and executed the same as their free act and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said City of St. Louis, the day and year in this certificate first above written. My commission expires

Notary Public City of St. Louis, Missouri.

ACKNOWLEDGMENT TO WARRANTY DEED

-344-
STATE OF OHIO, CITY OF CINCINNATI.
CITY OF CINCINNATI.
On this day of before me
On this, 19, before me appeared, to me personally known,
who, being by me duly sworn, did say that he is the President of , a corporation of the State
of Ohio, and that the seal affixed to foregoing instrument is the
corporate seal of said corporation, and that said instrument was
sealed in behalf of said corporation by authority of its Board of
Directors, and said acknowledged said instrument to be the free act and deed of said corpora-
tion.
IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed my official seal at my office in the said City of Cincinnati, the day and year first in this certificate above written.
My commission expires
My Commission expires
Notary Public City of Cincinnati, Ohio.
FORM OF RELEASE
-345
St. Louis, Mo.,, 19
I,, hereby acknowledge to have received on this day of, 19,
received on this day of, 19,
from, a corporation, the sum of (\$) by way of
full settlement, compromise and satisfaction of, and in full release
and discharge of the said company from, any and all claims,
demands, causes or rights of action of whatsoever kind or nature,
which I may now have, or can hereafter have, against the said
company by reason of, or in any manner growing out of, any and

to my property, sustained by me	nature, whether to my person or
(riding on a Motorcycle) and ar	, in a collision between myself a automobile of the said company
Avenue andMissouri.	Street, in the City of St. Louis,
WITNESS:	-
INSPECTOR'S OATH	I AND INSPECTOR'S
	TMENT
— 3	46—
STATE OF TEXAS, City of Dallas.	
I, and o solemnly swear that we will ex	d I,,
do solemnly swear that we will exthe election now to be held with to the best of our ability.	secute the duties of inspectors of strict impartiality and according
of, 19	re me this day
My commission expires	
Not	tary Public City of Dallas, Texas.
	Texas,, 19
I, the undersigned,	, of,
hereby appoint Messrs.	and
said company, as inspectors to regiven by the stockholders of the on this day ofcertify result to me.	said company at the meeting held

CHARGE TO THE JURY

-347-

Now, you have heard her testimony as to the times and the amount which she says was advanced to use in his business, and you have also heard his evidence as to the amount of money which he was receiving and which he had. Did he need any money? Was he engaged in any business which required from time to time various sums for the purpose of paying those of whom he bought his goods? Was his business sufficient in valuation and profits to give him that amount? Did he need to borrow? Did he go to his wife for his money? What were her circumstances and condition? What opportunity had she to get money and to have it on hand so that she could respond, for her means and ability are to be considered by you in passing upon the good faith of this transaction.

Then you are to remember that the relation which exists between them is that of husband and wife, a close family relation, that the interest of one would be the interest of the other, that what one was doing would be known to the other. With all these facts in your minds, as disclosed by the testimony, you are to say whether or not, first, did she advance money to him as claimed by him and testified to by her; second, was it by way of loan and not of gift; for if he asked for money and she responded out of wifely kindness and let him have it, then it would become his money, notwithstanding that before that it was hers.

But if, when he asked for it, the arrangement between them was that of borrower and lender, that it was not a gift, that it was not put into his hands because she wished to accommodate and help him, but because he sought to borrow it and she loaned it to him, then the relation would be that of one who assumes a loan of money on the one hand, and, on the other, of one who responds to that by lending it.

You may take into consideration the relation of parties, their financial circumstances, the inherent probability of such a transaction between husband and wife as to what it would be, and then you are to say whether or not she did actually advance him money and advance it to him, lending it to him. If she did so advance it to him by way of loan, subsequently this deed was given by him to her in payment of that loan, then I instruct you that there would be a valuable consideration to support the deed.

It would be involuntary conveyance and the tenant, Mrs. White, would be entitled to hold the property against the demandants.

unless you find in favor of the demandants upon two other issues of the fact. The first issue is whether or not at the time when that conveyance was made Mr. White made it with the intent to hinder, delay and defraud his creditors and especially the demandants here Now, by making this conveyance, what was left in his possession? What visible means were there which these creditors might resort to? You will consider that. Was he indebted? How did this conveyance leave him? What is the presumption that arises from the fact?

If you find it to be such that a man who is indebted conveys all his visible property, its weight is for you, and you will give it such weight as you think it ought to have, if you find that to be a fact upon the testimony. If, at the time, he had two motives, one to secure his wife and the other to hinder, delay and defraud his creditors, then I instruct that, as far as he is concerned, if you find a motive to hinder, delay and defraud, even though you should find the further motive to secure his wife, yet he would be making the conveyance with the intent to hinder, delay and defraud.

This is a question of fact, and it is a question practically for you, with your knowledge of men, your judgment of home affairs and your experience in the conduct of men in the transaction of business, with all this testimony before you, with the history of the transaction, what was his object and purpose when he made the conveyance.

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	Have you-your		I do not understand
	Have been		I have your
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(725)	In order that he may be	0	On the place
	In order to have you		On that
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<u> </u>	Is not	-22	On the way
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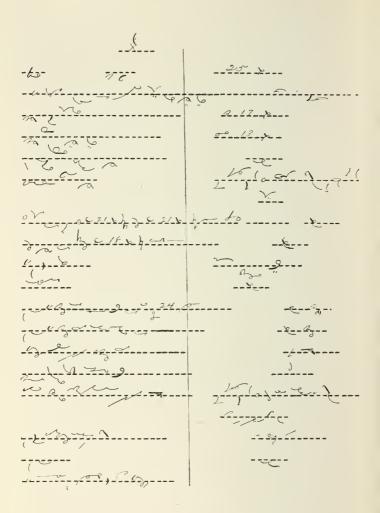
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<u></u> g	We are sorry		Without your
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}	We do not think		Would use
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_>	We hope you will		Would not have been
72	We hope your-you are		You are
<del>y</del> -l-	We shall be pleased		

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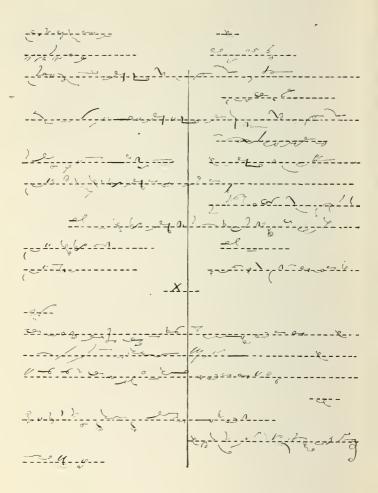
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٠	Yesterday	_X	Cross examination
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# COURT TESTIMONY

## DIRECT EXAMINATION

By Mr. Cravens.

Q. How old are you? A. Twenty-five years old.

- Q. What relation are you, if any, to the plaintiffs, Will Ross and Lucy Ross? A. I am a brother to them.
- Q. How old is your brother, Will Ross? A. He is 17 years old.
- Q. How old is your sister, Lucy Ross? A. She is 13 years old.
- Q. Have you any brothers or sisters younger than Lucy? A. No, sir.

Q. Who is the next older than Lucy?

Objected to by the counsel for the defendant as irrelevant and immaterial. Overruled. Duly excepted by the defendant.

A. Will.

- Q. Is Will the only boy that is under 21 years of age, or that was under 21 years of age last Christmas? A. Yes, sir.
- Q. Was Lucy the only girl that was under 18 years of age at that time? A. Yes, sir.
- Q. Where did your father reside? A. One mile southwest of Paris.
  - Q. In this country? A. Yes, sir.
- Q. Do you know whether he was in the town of Paris on the night of August 24th last? A. Yes, sir; he was there.
- Q. Do you know whether he was expecting any one to arrive on the train? A. Yes, sir; he was.
- Q. Where was the person coming from that he was expecting? A. From the Territory.
- Q. How many railroads are there in the city of Paris? A. Five.
- Q. Which one of these roads might he have come on in coming from the Territory?

Objected to by the counsel for the defendant as vague, indefinite, and uncertain. Overruled.

- A. He could come on either road.
- Q. Did your father know which road he was intending to come over? A. The Santa Fe, I think.
  - Q. Do you know? A. No, sir.

Q. What time that night did you last see your father alive, and where was he? A. Well, I should judge it was about half-past eight, and it might have been as late as half-past nine.

Q. Did you make any search for him after that? A. Yes,

sir; I did.

- Q. About what time did you make the search? A. Why, it was just about ten o'clock
- Q. Where did you go? A. I went down to the crossing and to the stopping post west of the crossing.

Q. Did you find your father there then? A. No, sir.

- Q. Did you see him any more that night A. No, sir; I did not.
- Q. Did you hear any train come in on the Santa Fe after you left town? A. Yes, sir.
- Q. Did you remember what time you got home? A. I don't remember just what time it was when I got to the house.
- Q. Where did you next see your father? A. I never saw him any more after that evening. I never looked at him.
- Q. Do you know whether or not your father was drinking somewhat that night? A. Why, I suppose he was; yes, sir.

# CROSS EXAMINATION

By Mr. Hamlin.

- Q. Where was your father at half-past eight that evening, the time you say was the last time you ever saw him? A. It was about eight o'clock, I think. He was going up Main St.
  - Q. Was he with anybody? A. No, sir; he was alone.

Q. Did you notice where he went? A. I did not; no, sir.

Q. You didn't go beyond the stopping post? A. Yes, sir; we went 20 or 30 feet beyond it, so that I could see that he wasn't on either side of the track.

# REDIRECT EXAMINATION

By Mr. Timmons.

Q. Where do you reside? A. At present, at Liberty, Mo.

Q. In this county? A. Yes, sir.

Q. Didn't you reside in Ellis County last year? A. No, sir.

Q. Are you the station agent of the Santa Fe railroad at that point? A. Yes, sir.

Q. How long have you been holding that position? A. Since July, 1905, I think it was.

- Q. Are you able to state what was the running time of passenger and freight trains over that road last winter, about Christmas time? A. Don't know that I understand your question.
- Q. I want to learn from you what trains, what passenger and what freight trains, passed regularly through that town over this road last winter? A. My memory is not clear on that point just now.
- Q. If a person should ask you what time the train arrived there, could you tell him?  $\Lambda$ . Yes, sir; the passenger trains that run on schedule time.
- Q. Do you know whether or not this railroad company received and discharged passengers at the stopping place at the crossing?

Objected to by counsel of the defendant as irrelevant and immaterial. Overruled. Duly excepted by the defendant.

- A. They are not supposed to receive and discharge passengers there. If a man gets on or off there, he does so entirely on his own risk.
- Q. Do you know whether the company receives and discharges them there? A. They are not supposed to.
- Q. Do you know whether they do that or not? A. I don't know; I am hardly ever down there; my station, you know, is at the depot.

#### CROSS EXAMINATION

By Mr. Hamlin.

- Q. I understand you to say that it is positively against the instructions to the agents to sell tickets on any train that does not stop at the station? A. Yes, sir.
- Q. A man can come and buy a ticket to-day, and ride on it at any time when he can catch a train? A. Yes, sir.
- Q. When they are sold, they are not sold with the understanding that the purchaser is to ride on trains that don't stop at the station where it is sold? A. No, sir.
- Q. It is a fact that an agent would be fired if he should authorize or attempt to authorize a person to get on a train that didn't stop there? A. Yes, sir; those are the rules of the company.
- E. W. Kells, sworn and examined as a witness on the part of the plaintiff, testifies as follows:

By Mr. Timmons.

Q. Where do you reside and what is your business?

# THE STENOGRAPHER IN THE OFFICE

When the student of shorthand and typewriting has been able to pass the examination as set forth by his teacher, he seeks the employment bureau of one or more of the typewriter companies, armed with a letter of introduction from his instructor. He should provide himself with a note book, a pencil, and a circular eraser. On reaching his destination his first duty will doubtless be to fill out an application blank setting forth his name, address, qualifications, etc. At a stated time he will have to pass an examination.

In some offices their business letters are given for dictation, each consisting of about 100 words. The first letter is dictated at about eighty words per minute, the second letter at about ninety words per minute, and the third letter at about 100 words per minute. Before beginning to take dictation, see that your pencil is sharp, that your note-book is in good condition and not twisted or curled. Make yourself as comfortable as possible and be sure to have plenty of room in which to write. If there is a machine on the table where your notes are to be taken, move it to one side, or even, if necessary, remove it from the table altogether so that you will not be hampered in any way. It is most essential that you get the shorthand down well. Don't be nervous. Sit close to the dictator so as to hear distinctly and keep up with every word dictated. Concentrate your efforts on the work in hand, and endeavor not to allow any disturbing element to creep in and disconcert you. Get the addresses down correctly, writing as many of these as you can in shorthand. When the dictation is finished, turn to the machine. Write a line and see if the carriage runs nicely and if everything is in good order. When you are told to begin transcribing, don't rush, but proceed deliberately Observe the form and arrangement in transcribing which you have been taught. If you make a slight mistake, erase, but don't waste time about it. Take a fresh sheet of paper for the second letter and also for the third, and get through with them as quickly and as nicely as you can. Don't let the rattle of machines about you make you nervous; you have heard them before in school. Don't worry because some one else finished a minute or two before you.

We hope that success has attended your efforts and that you have passed the examination satisfactorily. If, however, you have not, don't be discouraged. It is possible that you have failed simply through nervousness. Don't think that your teacher did not do you justice because you did not pass the first time. Try again. Practice faithfully for another week or two, then make another attempt. You will soon school yourself to withstand the nervous strain and pass the examination without difficulty.

Having passed the examinations of the typewriter companies, you are now prepared to apply for a position. Possibly your teacher is able to send you to a position at once, without the necessity of your taking an examination at the employment bureaus of the typewriter companies. So much the better. We will assume, anyway, that you are now about to embark in your first business venture. A word as to your personal appearance. See that your hands and face are clean and your hair is tidy. Young man, be sure that you are well shaved. Young lady, if a veil improves your appearance, by all means wear one. A favorable first impression counts for much. Don't be gaudy, but neatly dressed. Have your note-book, pencil, and eraser with you. Be at the office on time and ask for the person whose name has been given you. Young man, remove your hat and take your hands from your pockets. Present your letter, and if you are asked whether you are ready for work, answer in the affirmative and start at once. At the first opportunity, look at your machine. Write a line on it; see if the type and back-rods are clean and the machine is in good running condition. If the machine is dirty, find a cloth, which is probably in the drawer with the brush, and if not, ask for them and clean your machine. This will show that you are business-like. We remember an instance of a young man who was sent out to look for his first position. He had a two-day's growth of beard on his face; his nails were not clean. He crept into the office, opening the door just enough to admit his body. He kept his hat on and had both hands in his pockets. He took down his letter from dictation readily, and then slouched over to the machine. It was covered with dust, the type were full of ink, and the back-rods so dirty that the letters piled up. He cared nothing for that. He went on with his transcribing. "I wasn't going to clean their old machine for them," he afterwards said, and he didn't. He tried his best to write the letter, but the machine was so clogged with dirt that it would not respond. He wrote the letter three times and destroyed each copy. His fourth attempt was no better. His would-be employer asked for the letter, which he handed him just as it was, without complaining about the machine. The man told him, after glancing at the letter, that he would let him know his decision by mail — and he is still waiting. If this young man had politely said, "Sir, your machine is very dirty; I must clean it before I can write the letter," his criticism would have been received with the comment, "That young fellow knows his business," and ample time would have been given him to clean the machine.

Having attended to your machine, be ready to take dictation. Keep your note-book open at the proper place, and the pencil at hand. Go with alacrity, but quietly, of course, to the seat beside your employer's desk. Take down every word he says. If he dictates too rapidly, ask him to be kind enough to repeat, and say you will do better when you are accustomed to his voice. When you have the letters down, go to your machine and transcribe the shorthand with accuracy and dispatch. Make sense of each letter and get each one out in first-class shape, just as you learned to do in school. Don't hurry too much and make mistakes; make haste, but make haste slowly. Do your level best and all will be well. Ask some one at what hour you are to go to your lunch and how much time you are allowed. You need not worry the principal about this, but you will no doubt soon learn who is in charge of the office routine and from whom you are to take instructions. Be prompt and punctual in returning. Keep busy all the time, but keep busy on something useful. If you have a few minutes to spare from your work, devote it to practice on your machine. Be sure to keep your note-book open at the proper place, ready for instant service. Be as quiet as possible about your work, and, above all, mind your own business. When you have finished your work for the day, put your note-book and papers in the drawers of your desk in order and cover the machine with its metal cover if it does not drop into a cabinet. Place everything where you can find it immediately next morning. Keep everything scrupulously clean.

Rutherford's Practical Pointers.

#### GENERAL ADVICE

Always keep your notes in shape so that you can readily inform the instructor where your next dictation begins and so that you can find your place when called upon to read your notes. Sit squarely in front of the table, putting as little weight on the right arm as possible. Sit erect in about the same position as if practicing penmanship with the forearm movement, but do not rest the chest against the table. The weight put upon the table should be on the left arm principally, leaving the right arm free and easy, using the combined forearm and finger movement. Use your left hand to turn your paper and hold it in position, and study about how to manage your paper so as not to lose time. Be regular in your habits in the room, following faithfully the daily program of the instructor, and you will learn to be systematic.

Make your notes small; it will have much to do with your success. If your notes are large at a low rate of speed, what will they be at a rapid rate? You cannot attain to a high speed with large notes, but it is equally dangerous to make them too very small and with too much precision. Try to strike the happy medium. You should have dictation at a slow, medium, and rapid rate so that you will have an opportunity to make perfect notes at a low rate of speed, and become accustomed to poor notes made at a high speed and avoid getting into a rut, or a sluggish habit of the hand. The pencil, if kept sharp, is the best instrument for writing shorthand. There is never an occasion for using a pen; they are wholly impractical, as they cannot be relied upon to always work when necessary. Don't use a poor quality of pencil or paper and don't try to write with a dull pencil; either will damage your notes and retard your speed. Carefully study the individuality of notes made at a rapid rate. Become accustomed to these peculiarities and it will lead to greater facility in reading. Never write anything you do not expect to read.

"A workman is known by his tools," is a common and very true saying, and especially is this the case with the stenographer. The character of his work depends largely upon what he has to work with, and a pencil and paper are necessary equipments. With poor material any one will turn out clumsy work.

Use a good quality of pencil, medium soft, with smooth tough lead. Hold the pencil in the usual manner when writing longhand. Every one will not hold it exactly the same, but the holding of the pencil and ease of movement will be governed by the same rule as

longhand writing If the student understood properly the requirements that will be demanded of him when he takes a position, he would do more to fit himself for his future work. If he could realize the briefness of the time within which he is supposed to complete the course, and what should be done in that time, he would study and practice a great deal more at the beginning of the course and not leave so many things undone until the end, and he would be very much more willing to profit by the advice of those who have been over the road, instead of opposing his ideas of what he should do and how he should work to the judgment of those who know by experience what he cannot possibly understand until he has really been there. Much time and labor and many mistakes in life would be saved if he would decide in the outset to profit by the advice and experience of others. If he had supposed for a moment that employers would object to the indiscriminate destruction of letter-heads, envelopes, &c., on account of errors, he would not have formed the habit in school of wasting so much of his paper, but would have practiced economy, and have been careful in his typewriting, and would have learned to get along without a typewriter eraser, thus saving a great deal of time and contributing much to the neatness of the typewritten page.

Of course, the student is not supposed to be familiar with these facts, and there are many others which should be considered by him, for it is his duty to obtain information along every line that will have to do with his success. He should carefully weigh the wise words of his teacher, and do everything that will help to make him an expert. If he takes pains to be neat in appearance, to keep his material in order and his desk neat, his work will be neat. The word "expert" has almost become a synonym for neatness and

accuracy

Don't do any waste-paper-basket work. If you intend to do some careless typewriting, only practice and then throw it into the waste basket, you will save time and guard yourself against a very bad habit by putting the blank paper into the waste basket. As we are, so we do. In the face of all that has been said in regard to this matter, it seems that scores of stenographers never have more than one pencil at a time, which they sharpen about once a day, and then wonder why they cannot do better work in shorthand and make progress instead of growing worse.

We often hear beginners say, "If my pencil is sharp, I always break the point." Now, that is just the reason it should be kept

sharp, for it will compel the cultivation of a light touch, which is absolutely necessary to speed. Of course, the touch must be heavy enough to be plain, but it is impossible to make good clean notes unless the pencil is sharp. You should have two or three pencils at hand, so that if the point should break you can take another; but if your touch is right it will seldom break.

Too much can hardly be said with reference to the position the student occupies at the table or desk while writing or studying shorthand. All works on penmanship give this subject special attention; but in the face of it all, we find penmanship students more or less careless about their position and making poor progress on account of inattention to this very important matter.

It is even more necessary, if possible, for the shorthand student to observe a correct position while at work than for the writer of longhand to do so, because the shorthand writer must put forth a greater effort. One may do fairly good work at a slow rate of speed while writing with his head in his hand, or partially lying down in his chair, or with his body hanging over on the table, feet pushed back of his chair, or extended straight out in front; but he will not do his best work in such a position.

### COURT REPORTING

This system of shorthand is especially adapted to court and verbatim reporting, on account of the great reading power it affords and the briefness of its outlines. In many instances, students have been able to and have accepted official court positions after studying the system from nine to fifteen weeks.

Confidence is the corner-stone of success as a ready and accurate reader. Some persons who are really competent, from lack of confidence, underrate their capabilities, which tends to unnerve and confuse them. Such persons should cultivate the feeling that they are as proficient as others, and believe what others can do they can do. Steady nerves and a "cool head" are essentials and depend largely on habit. If the stenographer is called upon to read his notes and has to spend much time in "finding the place," he will become confused, if at all sensitive to criticism.

When a tablet is used, a simple, convenient method of indexing is to write the name of each witness in longhand, as follows: Turn up the lower end of the first leaf before you about three inches, and write the name of witness on first line at bottom of page, or underside, and turn it back as it was at first; then, holding the leaf down with the left hand, take hold of the right-hand corner of the leaf and fold it over to the left, until the bottom of leaf on which name is written extends about an inch past the left-hand edge of the tablet, with the edges parallel. Crease it with the right hand, so that it will stay in place, and turn the leaf forward in front of you in the direction all the leaves will be turned, and begin writing the testimony on the next page.

Cross-examination, direct examination, redirect examination, recalled, plaintiff rests, defendant rests, rebuttal of plaintiff, rebuttal of defendant, and everything in the testimony that can be indexed, should be treated in the same manner.

If called upon to read, ascertain exactly what is wanted and bring all the leaves of the note-book back, and your index will be in front of you, and all you have to do is to read the different items on the left-hand edge of the note-book until you find the one you want, when you can at once open your tablet to the right place.

By this method your tablet is neatly indexed when you are through with it, and is a convenient reference if filed away as it is. The same method may be used in commercial work to good advantage. It will be convenient if only the dates are indexed and it often saves time, but anything of special import may be indexed in that way and easily referred to in the future. When a case is transcribed, the transcript should be indexed, showing the page upon which examination of witness commences; pages upon which plaintiff and defendent rested; page at which testimony closed, &c. The index may appear in the front of the transcript upon the page preceding that upon which should be written after the "title of the court," name of the county, title of the case, names of the parties, &c.

The abbreviations, "Dr.," "Cr.," "R.," "D.," "R.," "C.," indicate the respective examinations.

The stenographer should seldom insert his opinion of distance or measurement in the record until he has requested witness, court, or counsel to state it, and, if necessary to do so, he should insert in parenthesis as follows (showing about two feet). If, however, the distance, space, or measurement indicated by the witness can be determined with approximate accuracy, a stoppage should not be caused in the proceedings, but the distance of measurement inscribed in the notes in parenthesis. Always use parenthesis when putting in your own language by way of explanation.

Never unnecessarily interrupt the proceedings; but bring the whole legal machinery to a complete standstill, if necessary to make the record absolutely correct. Some stenographers are afraid to stop the proceedings for any reason, for fear it will be taken as an admission that they cannot report as fast as one can talk.

The transcript of a stenographer who has extreme fears along this line will often require close examination, while usually confidence may be reposed in the reporter who unhesitatingly stops counsel, witness, and proceedings whenever necessary, and his transcript is not subject to such careful scrutiny. A stenographer is supposed to accurately report everything said and done in heated discussion in which two or more persons are speaking at once, and the reporter must, in such a case, use discretion and endeavor to catch as much of the discussion as may seem at all relevant to the case. It is often surprising to the stenographer himself the amount of a discussion he can report under such circumstances. It frequently happens that during such tilts a counsel may make admissions or statements which the opposing counsel may wish to take advantage of, and it not unfrequently devolves upon the reporter to furnish the accurate statement thereof.

A speaker who uses grammatical language and speaks distinctly is much more easily reported than one who speaks less rapidly, but who uses a confused and jumbled mass of words to express his meaning. In the latter case, the speaker generally repeats his statements and breaks his sentences, which is confusing to the reporter. A very frequent (but unnecessary) expression used by witnesses is the phrases "I says," "He says," "Says he," &c.

While it may be imprudent for the reporter to make any suggestions directly to the witness, an intimation to the counsel that the meaning of the witness's last statement was not clear will often have the effect of making the witness more deliberate and clear in his statements. Tact and discretion must be used in such an instance, however, to avoid criticism from opposing counsel.

In instances where the counsel or the witness is a rapid talker and indulges in long rambling explanations of facts, the reporter may get a respite by innocently asking witness to repeat some name, place, or date. This is only justifiable as a matter of rest and must be ingeniously done.

Depositions are read in the trial of cases, either to the court or jury, in instances where the attendance of witnesses cannot be procured.

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-3-2	Excelsior Exceptions Excess
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7 9 7	Excursion Excuse Execution
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